CITY COUNCIL REGULAR MEETING AGENDA
SECOND AMENDMENT*

REGULAR COUNCIL MEETING
TUESDAY
JUNE 7, 2022

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

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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 through other technological means.

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

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. ~~**Proclamation:** Flagstaff Rotary 100th Anniversary~~

6. COUNCIL LIAISON REPORTS

7. 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:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Representative.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2024.

B. **Consideration of Appointments:** Open Spaces Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring April 2023.
Make two appointments to terms expiring April 2025.

8. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Michael Marquess, "Mother Road Brewing Company," 7 S Mikes Pike, Series 03 (in-state microbrewery) and Series 07 (beer and wine bar), Owner Transfer.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

B. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Milton Marathon," 1601 S. Milton Road, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

C. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Collins Irish Pub & Eatery," 2 N Leroux Street, Series 06, Owner Transfer.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
1) Forward the application to the State with a recommendation for approval;
2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

9. 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 of Appointments:** Magistrate and On-Call Magistrates for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointments of Honorable James Speed as Magistrate and Honorable Charles Adornetto and Roberta McVickers as On-Call Magistrates.

B. **Consideration and Approval of Contract:** The Employee Staffing Agreement with Educational Services, LLC for a phased retirement program through a Mohave Cooperative Purchase Contract 21N-ESI3-0318 in an annual amount not to exceed $400,000, plus applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Employee Staffing Agreement with Educational Services, LLC in an annual amount not to exceed $400,000, plus applicable taxes; and
2. Authorize the City Manager to execute all necessary documents.

C. **Consideration and Approval of Contract:** Approval of the Master Subscription and License Agreement with ESO Solutions, Inc. for Fire and Medical Reporting Software in the amount of $53,209.79.

STAFF RECOMMENDED ACTION:

1. Approve the Master Subscription and License Agreement with ESO Solutions, Inc. for Fire and Medical Reporting Software; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** The Contract for Services and Materials with Viking Painting, LLC in the amount of $225,000 for Maintenance and Painting of the Backwash Tower at the Lake Mary Water Treatment Plant.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Materials and Services with Viking Painting, LLC in the amount of $225,000 for Maintenance and Painting of the Backwash Tower at the Lake Mary Water Treatment Plant; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Contract:** A Professional Services Contract WIH Resource Group, Inc. in the amount of $103,472 to complete the final study and analysis of the Materials Recovery Facility (MRF). This work is to confirm the transition of the traditional MRF into a functional transfer station that will best serve the community recycle processing needs.

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Contract with WIH Resource Group, Inc. in the amount of $103,472 to confirm the transition of the traditional MRF into a functional transfer station that will best serve the community recycle processing needs; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Award the Contract for Materials and Services to BLUF Contracting, LLC in an amount not to exceed $62,650 for the Installation of Cinder Based Log Truck Crossings Over the Lake Mary Waterline.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Materials and Services to BLUF Contracting, LLC in an amount not to exceed $62,650 for the Installation of Cinder Based Log Truck Crossings Over the Lake Mary Waterline; and
2. Authorize the City Manager to execute all necessary documents.

10. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2022-11:** An Ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-20.40.060: Development Agreement to add subsection E. Notification Requirements for a Development Agreement. Providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-11 by title only for the final time
2) City Clerk reads Ordinance No. 2022-11 by title only (if approved above)
3) Adopt Ordinance No. 2022-11

B. **Consideration, and Adoption of Ordinance No. 2022-12 :** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 7.29 acres of real property generally located at 2661 N El Paso Flagstaff Road, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) Zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing and effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-12 by title only for the final time
2) City Clerk reads Ordinance No. 2022-12 by title only (if approved above)
3) Adopt Ordinance No. 2022-12

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-26:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, approving an intergovernmental agreement between the Arizona Board of Regents, for and on behalf of Northern Arizona University, and the City of Flagstaff for the processing of organic material produced within City limits at the University's processing facility.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-26 by title only
2) City Clerk reads Resolution No. 2022-26 by title only (if approved above)
3) Adopt Resolution No. 2022-26

B. **Consideration and Adoption of Resolution No. 2022-25:** Approving a partial settlement of the case, City of Phoenix et al. v. Orbiz Worldwide et al., relating to collection of local transaction privilege taxes from online travel companies; providing for delegation of authority, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-25 by title only
2) City Clerk reads Resolution No. 2022-25 by title only (if approved above)
3) Adopt Resolution No. 2022-25

C. **Consideration and Adoption of Ordinance No. 2022-14:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Chapter 1-14, *Personnel System* by amending the Employee Handbook of Regulations relating to voluntary reassignment and transfer.

STAFF RECOMMENDED ACTION:

At the June 7, 2022 Council Meeting:
1) Read Ordinance No. 2022-14 by title only for the first time
2) City Clerk reads Ordinance No. 2022-14 by title only (if approved above)
At the June 21, 2022 Council Meeting:
3) Read Ordinance No. 2022-14 by title only for the final time
4) City Clerk reads Ordinance No. 2022-14 by title only (if approved above)
5) Adopt Ordinance No. 2022-14

D. **Consideration and Adoption of Ordinance No. 2022-09:** An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Sustainability Division and the City Clerk Divisions in City Code, and to retitle the City Engineering and Human/Resources/Risk Management Divisions.

STAFF RECOMMENDED ACTION:

At the June 7, 2022 Council Meeting:
1) Read Ordinance No. 2022-09 by title only for the first time
2) City Clerk reads Ordinance No. 2022-09 by title only (if approved above)
At the June 21, 2022 Council Meeting
3) Read Ordinance No. 2022-09 by title only for the final time
4) City Clerk reads Ordinance No. 2022-09 by title only (if approved above)
5) Adopt Ordinance No. 2022-09

E. **Consideration and Adoption of Resolution No. 2022-23:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-23 by title only
2) City Clerk reads Resolution No. 2022-23 by title only (if approved above)
3) Adopt Resolution No. 2022-23

F. **Consideration and Adoption of Resolution No. 2022-24:** A resolution of the Flagstaff City Council, designating its Chief Fiscal Officer for officially submitting the fiscal year 2022-2023 expenditure limitation report to the Arizona Auditor General, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-24 by title only
2) City Clerk reads Resolution No. 2022-24 by title only (if approved above)
3) Adopt Resolution No. 2022-24

G. **Consideration and Adoption of Resolution No. 2022-27:** A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative budget for Fiscal Year 2022-2023.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-27 by title only
2) City Clerk reads Resolution No. 2022-27 by title only (if approved above)
3) Adopt Resolution No. 2022-27

H. **Consideration and Adoption of Resolution No. 2022-28:** A resolution of the Flagstaff City Council approving an Intergovernmental Agreement between the City of Glendale, Arizona and the City of Flagstaff for use of the Glendale Tax Application

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-28 by title only
2) City Clerk reads Resolution No. 2022-28 by title only (if approved above)
3) Adopt Resolution No. 2022-28

I. **Consideration and Adoption of Ordinance No. 2022-13:** An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property and the determination and offers of relocation benefits to persons displaced to make way for the Fourth Street/Cedar Avenue/Lockett Road roundabout project; providing for delegation of authority, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2022-13 by title only for the final time approving the actual footprint and design as presented by staff with the understanding that staff will continue to seek to incorporate Z crossings at each leg feasible within the footprint as approved today; and also with the understanding that staff will continue to seek the incorporation of complete rapid flashing beacon signalization when deemed financially feasible by the Council.
2. City Clerk reads Ordinance No. 2022-13 by title only (if approved above)
3. Adopt Ordinance No. 2022-13 approving the actual footprint and design as presented by staff with the understanding that staff will continue to seek to incorporate Z crossings at each leg feasible within the footprint as approved today; and also with the understanding that staff will continue to seek the incorporation of complete rapid flashing beacon signalization when deemed financially feasible by the Council.

Staff recommends adopting both Option 1 and Option 2 set forth in the Ordinance, related to delegation of authority.

12. DISCUSSION ITEMS

A. **Care Unit Update***

STAFF RECOMMENDED ACTION:

Provide an update to City Council on the operations of the care unit.

B. **Lone Tree Overpass Project - Intersection and Connector Roadway Update**

STAFF RECOMMENDED ACTION:

Present an intersection design update to City Council for the Lone Tree Overpass Project and facilitate discussion. Staff is seeking direction on finalizing the intersection design. Staff will also present an update on the Elden Connector Road concept.

C. **Citizen Bond Committee Recommendations**

STAFF RECOMMENDED ACTION:

Request direction from City Council on the bond measure categories and projects to be placed on the November 2022 general election.

13. PUBLIC PARTICIPATION

14. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

15. 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 _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration of Appointments: Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Representative.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring October 2024.

Executive Summary:

The NAIPTA TAC currently consists of five voting members: Coconino County Manager or designee, Yavapai County Manager or designee, Flagstaff City Manager or designee, Northern Arizona University Vice President of Administration or designee, and a Flagstaff Citizen Representative. A Flagstaff Citizen Alternate is also appointed to serve when the Citizen Representative may not be available to attend or participate in meetings. The NAIPTA TAC reviews the draft Board of Directors' agenda and offers recommendations on transit-related issues within the NAIPTA boundary. The Citizen Representative and Alternate each serves a three year term and is appointed by the City Council. There is currently a vacant seat for the Citizen Representative.

There is one application on file for consideration by the Council:

Michele James (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 Aslan.

Financial Impact:

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

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint the Citizen Representative Member: By appointing at this time, the committee will be at full membership and able to continue to meet and provide recommendations.

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: Board members and City staff have informed the community of these vacancies though word of mouth in addition to the vacancies being posted on the City's website.

Attachments: NAIPTA Rules of Procedure

RULES OF PROCEDURE

OF

NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY ("NAIPTA")

(A corporate body and political subdivision
of the State of Arizona)

ARTICLE I – STATEMENT OF PURPOSE

Section 1.1 General Purposes. The Authority is a corporate body and political subdivision of the State of Arizona, established pursuant to state law for the purpose of designing, operating, and maintaining a public transportation system in the authority.

ARTICLES II – DEFINITIONS

Authority. Authority means the Northern Arizona Intergovernmental Public Transportation Authority, also known as "NAIPTA."

Board of Directors ("BOD"). Board of Directors means the Board of Directors of NAIPTA, consisting of representatives of member agencies, appointed by the agency's governing body.

Transit Advisory Committee ("TAC"). Transit Advisory Committee means the Committee consisting of the administrative head of each member agency, or the administrator's designee.

ARTICLE III – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The powers and duties of the Board of Directors include, but are not limited to:

(a) Conduct a periodic survey of public transportation needs in the authority and determine an appropriate transportation system to meet those needs and the means to finance the system and produce a five-year public transportation program that is consistent with the regional transportation plan approved by the regional council(s) of governments.

(b) Coordinate and implement the establishment and development of the public transportation system within the authority and among the participating governmental entities.

(c) Adopt rules that are proper and necessary to regulate the use, operation and maintenance of the public transportation systems, property, facilities and services.

(d) Employ a general manager and other employees as may be necessary and prescribe the duties, terms and conditions of employment.

(e) Appoint an authority treasurer or may enter into an intergovernmental agreement with the county treasurer to provide financial services for the authority.

(f) Manage, set policy and conduct the business of the Authority. Determine its organizational and procedural structure; adopt, amend and repeal bylaws and rules consistent with the requirements of state law, and prescribe an accounting system for the Authority.

(g) Provide for payment of all debts and appropriate claims from the appropriate funds.

(h) Issue an annual report on or before December 1 of each year, containing a full account of its transactions, activities and finances for the preceding fiscal year and other facts and recommendations, and transmit copies of the report to each member municipality, university and county, to the secretary of state, to the Arizona state library, archives and records, and, on request, to any member of the public.

(i) Cause an annual audit to be conducted of the public transportation authority fund by an independent certified public accountant within 120 days after the end of the fiscal year.

ARTICLE IV – MEMBERS

Section 4.1 Initial Members. The initial Members of the Authority are Coconino County, Yavapai County, the City of Flagstaff, the City of Sedona, the City of Cottonwood, and the Arizona Board of Regents acting for and on behalf of Northern Arizona University ("Northern Arizona University"). Coconino County, Yavapai County, the City of Sedona, the City of Cottonwood and Northern Arizona University each have one representative on the initial BOD, appointed by its governing body; the City of Flagstaff has two representatives on the initial BOD, appointed by its governing body.

Section 4.2 New Members. Incorporated cities and towns within Coconino and/or Yavapai County may join the authority by petitioning the board of supervisors of the county or counties in which they are located and entering into the Master IGA by and between the Initial Members and dated on or about March 15, 2006, as the same may be amended (the "Master IGA"), provided that membership is to be apportioned among the participating municipalities according to their respective populations.

Section 4.3 Voting Rights of Members. Each member of the BOD and the TAC shall have one (1) vote. Other elected officials, staff members and citizens may attend public meetings and participate as provided by law, but may not vote.

Section 4.4 Voting Rights of the Chair. The Chair has the same voting rights as any other member.

Section 4.5 Dues, Fees, and Assessments. Each Member must pay, within the time and on the conditions approved by the Members, the dues, fees, and assessments in amounts to be fixed from time to time by a majority of all the Members.

Section 4.6 Resignation of Members. In the event that one or more Members resigns from the Authority, the resigning Member(s) shall no longer be represented on the Board. Vacancies on the Board shall be filled by the remaining Members as provided by the Master IGA and these Rules of Procedure.

ARTICLE V – OFFICERS

Section 5.1 Officers of the Authority. The officers of the Authority, who must also be Members of the BOD, shall be a Chair, a Vice Chair, and a Secretary.

(a) A person may only hold one office at a time.

(b) In the event of a vacancy in an office, a new officer shall be appointed as provided in Section 9.3 of these Rules.

Section 5.2 Duties of Officers.

(a) *Chair*. The Chair shall: 1) preside at all meetings of the BOD; 2) sign all documents on behalf of the Authority; 3) be an ex-officio member of all committees.

(b) *Vice Chair*. The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.

(c) *Secretary*. The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of members' meetings. The minutes of meetings shall comply with the requirements of the Arizona open meeting law. The Secretary shall keep or cause to be kept, at the Principal Office, a copy of the articles of the Rules of Procedure, as amended to date.

Section 5.3 Election and Re-election of Officers. Officers shall be elected each year at the first BOD meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

Section 5.4 Absence or Disability of Chair. In the absence or disability of the Chair, (1) the Vice Chair of the Board, (2) the officers in order of their rank as fixed by the members or, if not ranked, (3) an officer designated by the members, shall perform all duties of the Chair. When so acting, the Vice Chair of the Board or officer shall have all powers of, and be subject to all restrictions on, the Chair. The said Vice Chair or officer shall have such other powers and perform such other duties as the members or the bylaws may prescribe.

ARTICLE VI - **MEETINGS OF MEMBERS.**

Section 6.1 Regular Meetings of Board of Directors and TAC. Regular meetings of the BOD shall be held at least once each quarter, at a place and time designated by the Board in the notice of meeting. Regular meetings of the TAC shall be held at least six (6) times per calendar year, at a place and time designated by the TAC in the notice of meeting.

Section 6.2 Special Meetings. The Chair of the body may call a special meeting of the BOD or the TAC for any lawful purpose at any time.

Section 6.3 Notice Requirements for Meetings. Notice of meetings shall be provided to the members of the body and the public as provided in the Arizona Open Meeting Law, A.R.S. §38-501 *et seq*. Additional notice may be provided as the BOD deems advisable.

Section6.4 Quorum. A majority of members of the BOD or the TAC shall constitute a quorum for the transaction of business at any meeting of Members.

Section6.5 Conduct of Meetings. In all matters not addressed by these Rules or Arizona law, meetings of the BOD and the TAC shall be governed by Robert's Rules of Order.

ARTICLE VII – TRANSIT ADVISORY COMMITTEE

Section 7.1 Members. The Transit Advisory Committee ("TAC") shall consist of the Manager of each Member county, city or town or the Manager's designee; the Vice President of Administration of each Member university or college or designee; and one citizen from each Service Area to be appointed by its governing body. The corporate

boundaries of each of the Member municipalities and counties constitutes a Service Area for the purpose of this Section 7.1.

Section 7.2 Term of Office of Citizen Members. Citizen members shall serve for terms of three years each.

Section 7.3 Responsibilities. The TAC shall: have the duties and responsibilities provided in the Master IGA and in such position descriptions and policy handbooks as are reviewed by the TAC and approved by the BOD.

Section 7.4 Officers. The officers of the TAC shall consist of a Chair, Vice Chair, and Secretary. The Chair and Vice Chair must be members of the TAC. The Clerk of the Board shall serve as Secretary.

Section 7.5 Duties of Officers.

(a) Chair. The Chair shall: 1) preside at all meetings of the TAC; 2) sign such documents as may be necessary on behalf of the TAC.

(b) Vice Chair. The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.

(c) Secretary. The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the TAC. The minutes of meetings shall comply with the requirements of the Arizona open meeting law.

Section 7.6 Election and Re-election of Officers. Officers shall be elected each year at the first TAC meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

ARTICLE VIII – VOTING PROCEDURES FOR THE BOARD OF DIRECTORS AND THE TRANSIT ADVISORY COMMITTEE

Section 8.1 Manner of Casting Votes. Voting may be by voice or ballot at the discretion of the chair.

Section 8.2 Voting. Each member appointed pursuant to Article 4 of these Rules shall be entitled to cast one vote on each matter submitted to a vote of the Members.

Section 8.3 Approval by Majority Vote. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be the act of the members, unless the vote of a greater number is required by Arizona law of or these rules of procedure.

Section 8.4 Alternate Members of BOD and TAC. The governing body of each Member shall designate an alternate representative to both the BOD and TAC. The alternate representatives shall be authorized to attend BOD or TAC meetings and vote on all issues coming before the body, in the event that the regular representative is unable to attend a meeting. Members of the BOD or TAC may participate in a meeting by technological means, provided that the member can hear and participate in all discussions and the public can hear all statements made by the member so participating.

ARTICLE IX – AMENDMENTS

New bylaws may be adopted or these bylaws may be amended or repealed by the approval of a majority of all the appointed members of the BOD, provided, however, that any provision of these bylaws that requires the vote of a larger proportion of the Members than otherwise is required by law may not be altered, amended, or repealed except by vote of that greater number. No amendment may extend a director's term beyond that for which the director was elected.

DATED this 19th day of March, 2012.

Chair of the Authority

ATTEST:

Rhonda Cashman
Clerk of the Authority

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration of Appointments: Open Spaces Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring April 2023.
Make two appointments to terms expiring April 2025.

Executive Summary:

The Open Spaces Commission consists of six at-large members whom shall be appointed by the City Council and one designee from the Planning and Zoning Commission. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land. There are currently three seats available due to term expirations and a resignation. 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 eleven (11) applications on file for consideration by the Council, they are as follows:

- Bruce Applin (new applicant)
- Jordan Dikeman (new applicant)
- Bruce Fox (new applicant)
- Karen Hendricks (new applicant)
- Ryan Laboy (new applicant)
- Lucas Minton (new applicant)
- Brian Poletti (new applicant)
- Liz Shero (new applicant)
- Lina Wallen (new applicant)
- Nat White (new applicant)
- Jillian Worssam (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: Mayor Deasy, Councilmembert Aslan, Councilmember House.

Financial Impact:

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

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint three Commissioners: By appointing three members at this time, the Open Spaces Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Postpone 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 Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: Open Space Commission Authority

CHAPTER 2-20
OPEN SPACES COMMISSION

SECTIONS:

2-20-001-0001 CREATION OF THE COMMISSION:
2-20-001-0002 TERMS OF OFFICE:
2-20-001-0003 DUTIES:
2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:
2-20-001-0005 MEETINGS; ATTENDANCE:

2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: one (1) member from the Planning and Zoning Commission; and six (6) public at-large members. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. No. 2007-08, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-20-001-0002 TERMS OF OFFICE:

Appointments from the Planning and Zoning Commission and the Parks and Recreation Commission to the Open Spaces Commission 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 two members for three year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

2-20-001-0003 DUTIES:

A. It shall be the Commission’s duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.

B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision making for the lands designated as Urban Open Space Management Area in

the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.

C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.

D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the Flagstaff Area Regional Land Use and Transportation Plan.

E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.

F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the open space program.

2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:

A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:

1. Program goals, management decision-making processes, and implementation techniques for resource preservation.

2. Policies to provide the framework for more issue- or site-specific planning and implementation.

3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.

4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.

5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.

6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.

7. Public participation, education, and interpretive programs.

2-20-001-0005 MEETINGS; ATTENDANCE:

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates and locations as determined by the members, except that the chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules or procedures shall be established by the members so long as the rules are consistent with state law, including the Open Meetings Law, the City Charter and this chapter.

A quorum shall consist of four (4) voting members of the Commission.

A regular Commission member who is absent for three (3) consecutive regular meetings may be removed from the Commission by a vote of the City Council. (Ord. 2003-03, Enacted, 02/04/03; Ord. 2007-08, Amended 02/06/2007; Ord. 2016-30, Amended, 07/05/2016)

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Action on Liquor License Application: Michael Marquess, "Mother Road Brewing Company," 7 S Mikes Pike, Series 03 (in-state microbrewery) and Series 07 (beer and wine bar), Owner Transfer.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State.

A Series 03 In-State Microbrewery license allows an out-of-state microbrewery which produces more than 5,000 gallons and less than 6,240,000, of beer during a calendar year (A.R.S. §205.08(B) to sell and ship the beer into the state to Arizona-licensed wholesalers. An out-of-state Microbrewery must comply with the provisions of Title 4 as does an in-state licensee. If approved, it will be the 9th active series 03 license in Flagstaff.

A Series 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 07 licenses must be obtained through the person and/or location transfer of an existing license from another business. Mother Road Brewing Company is an existing business in Flagstaff changing ownership shares. If approved, it will be the 33rd active series 07 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:
Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:
Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

Key Considerations:
Because the application is for an owner transfer, consideration may be given to the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is June 10, 2022.

Community Benefits and Considerations:
This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:
The application was properly posted on March 18, 2022. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 07 Description
Series 03 Description
PD Memo
Zoning Memo - Series 03
Zoning Memo - Series 07
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

5/24/2022

Michael Marquess
1300 E. Butler Avenue, Ste 200
Flagstaff, AZ 86001

Dear Mr. Marquess:

Your applications for a Series 3 and a Series 7 Liquor License New License for Mother Road Brewing Company located at 7 S. Mikes Pike, Flagstaff, AZ was posted on March 18, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 7, 2022, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on June 7, 2022, and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

Bar, beer and wine bar and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

License Types: Series 03 In-state Microbrewery

This non-transferable liquor license allows an out-of-state microbrewery which produces more than 5,000 gallons and less than 6,240,000, of beer during a calendar year (A.R.S. §205.08(B) to sell and ship the beer into the state to Arizona-licensed wholesalers. An out-of-state Microbrewery must comply with the provisions of Title 4 as does an in-state licensee.

With this license, the in-state microbrewery may sell beer produced or manufactured on the premises for consumption on or off the premises, may sell to out-of-state licensed wholesaler and retailers where legal in that state, may sell to Arizona-licensed wholesalers, and may serve beer produced or manufactured on the premises for the purpose of sampling.

With this license, when production is no more than 1,240,000 gallons per calendar year, the in-state microbrewery may make sales and deliveries of beer to any retail license licensed to sell beer except for its retail licenses on or adjacent to the microbrewery.

Internet sale of beer is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.

The licensee must submit an annual production report to the Arizona Department of Liquor.

ADDITIONAL RIGHTS AND RESPONSIBILITIES: If the total amount of beer manufactured at the in-state microbrewery exceeds the amount permitted by law, the licensee shall apply for the in-state Producer (series 1) license. Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar. An Employee Log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

ARIZONA STATUTES AND REGULATIONS: A.R.S. §4-205.08 (microbrewery statutes), 4-202(E)(recordkeeping), 4-205.08(F) & (G)(taxes), Rules R19-1-104 (shipping), R19-1-305 (taxes), R19-1-319 (coercion or bribery), R19-1-501 (recordkeeping)

FLAGSTAFF POLICE DEPARTMENT
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ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-029

TO: **Chief Dan Musselman**

FROM: **Lt. Ryan Turley**

DATE: **April 29th, 2022**

RE: **Liquor License Application – Series 07 and 03 for Mother Road Brewing Company**

On April 29th, 2022, I initiated an investigation into an application for a series 7 (Beer and Wine Store) and a Series 3 (Microbrewery) liquor license filed by Michael Marquess (Controlling Person) and Charles Prater (Premises Manager) This is a new application and the application number is 188449. It is for the Mother Road Brewing Company located at 7 S. Mikes Pike.

I conducted a query through local systems and public access on all the applicants and discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found that in 2019 the company was served a violation for ARS 4-205.08 (B) which indicates that they did not report their annual beer production to the Department of Liquor.

I found evidence that the applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business will be present for the council meeting on June 7th.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: May 4, 2022

Re: Application for Liquor License #184449
7 S Mikes Pike, Flagstaff, Arizona 86001
Assessor's Parcel Number 100-39-019
Michael Marquess on behalf of Mother Road Brewing Company

This application is a request for a new Series 03 In State Microbrewery license by Michael Marquess on behalf of Mother Road Brewing Company. This business is located within the Commercial Service district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: May 4, 2022

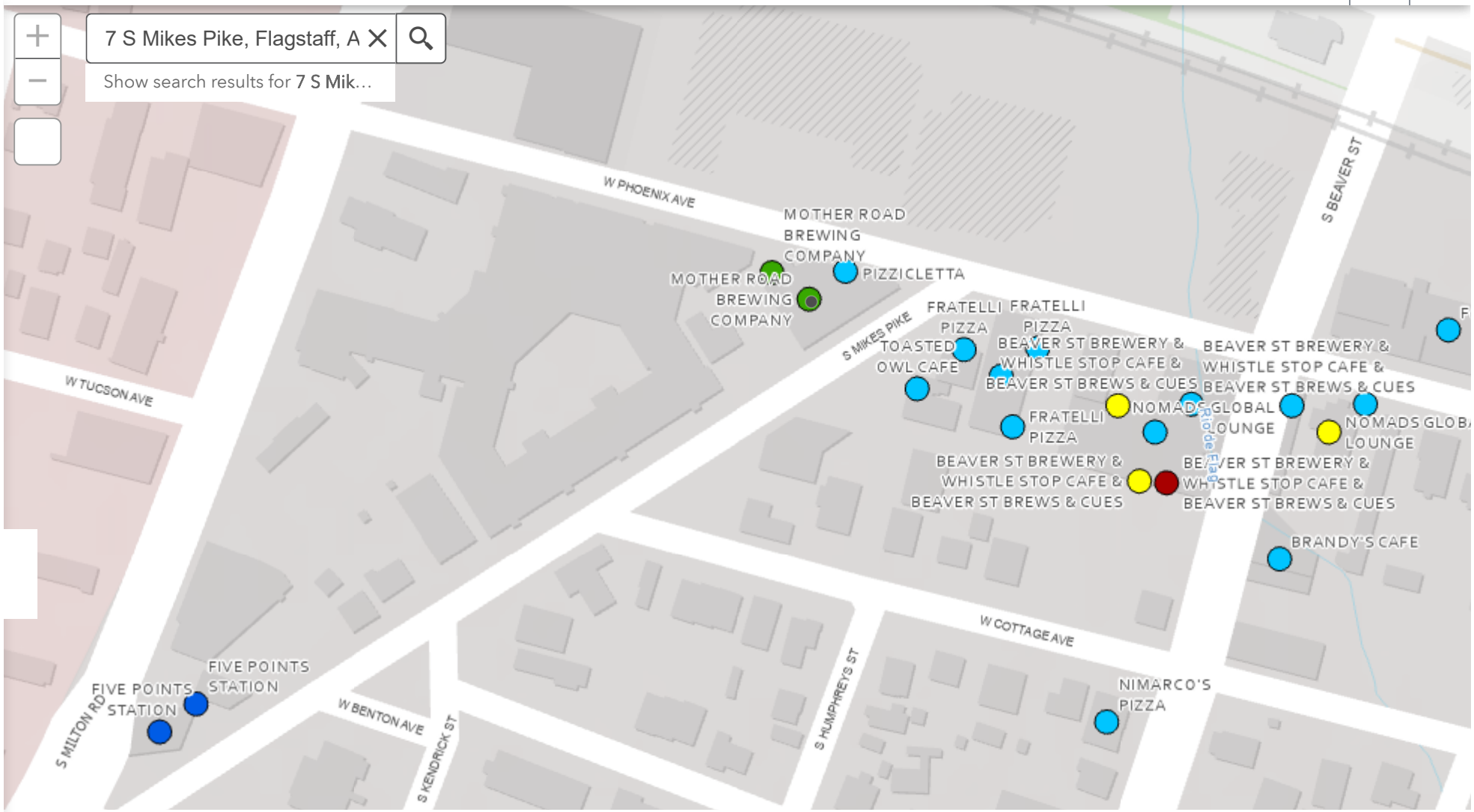
Re: Application for Liquor License #184460
7 S Mikes Pike, Flagstaff, Arizona 86001
Assessor's Parcel Number 100-39-019
Michael Marquess on behalf of Mother Road Brewing Company

This application is a request for a new Series 07 Beer & Wine Bar license by Michael Marquess on behalf of Mother Road Brewing Company. This business is located within the Commercial Service district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Active Liquor Licenses

City of Flagstaff GIS



8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Action on Liquor License Application: Jeffrey Craig Miller, "Milton Marathon," 1601 S. Milton Road, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
(1) Forward the application to the State with a recommendation for approval;
(2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. This is a non-quota type of license.

Milton Marathon is an existing business in Flagstaff. If approved, it will be the 46th active series 10 license in Flagstaff. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new license, consideration may be given to both the applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is June 10, 2022.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on May 18, 2022. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 10 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

5/24/2022

Craig Miller
PO Box 2502
Chandler, AZ 85244

Dear Mr. Miller:

Your application for a Series 10 Liquor License New License for Milton Marathon located at 1601 S. Milton Road, Flagstaff, AZ was posted on March 18, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 7, 2022, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on June 7, 2022, and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Non-transferable
Off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

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Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-033

TO: **Chief Dan Musselman**

FROM: **Lt. Ryan Turley**

DATE: **May 14th, 2022**

RE: **Liquor License Application – Series 10 for Milton Marathon**

On May 14th, 2022, I initiated an investigation into an application for a series 10 (Beer and Wine store) liquor license filed by Craig Miller (Agent), Sanjay Patel (Controlling Person), Pinal Patel (Controlling Person), Sanjay Dhir Patel (Controlling Person). This is a new application, and the application number is 195801. It is for Milton Marathon located at 1601 S. Milton Rd.

I conducted a query through local systems and public access on all of the applicants and discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found none. I found evidence that the applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business will be present for the council meeting on June 7th.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: May 24, 2022

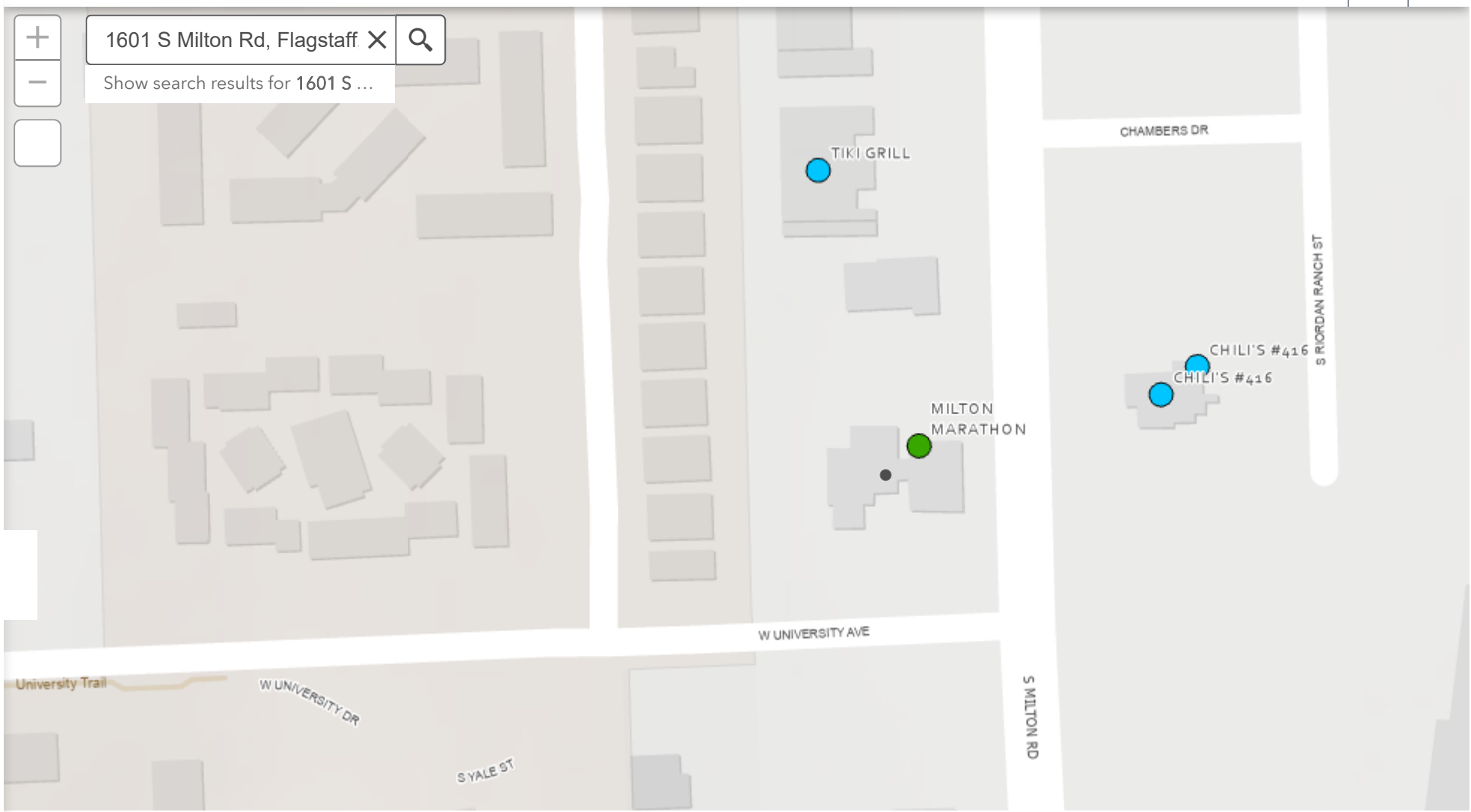
Re: Application for Liquor License #195801
1601 S. Milton Rd., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-21-022C
Jeffrey Craig Miller on behalf of Milton Marathon

This application is a request for a new Series 10 Beer & Wine Store liquor license by Jeffrey Craig Miller on behalf of Milton Marathon. This business is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Active Liquor Licenses

City of Flagstaff GIS



8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Action on Liquor License Application: Jeffrey Craig Miller, "Collins Irish Pub & Eatery," 2 N Leroux Street, Series 06, Owner Transfer.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

The City Council has the option to:
1) Forward the application to the State with a recommendation for approval;
2) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. The applicant is requesting approval of an owner transfer of a **Series 06** (bar) license at this location.

A Series 06 license allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 06 (bar- all spirituous liquor) licenses are obtained through the person and/or location transfer of an existing license from another business. If approved, this license will be one of the 33active **Series 06** licenses. Leroux Two, LLC purchased the existing business, "Collins Irish Pub & Eatery," from WOCRA, LLC on April 20, 2022.

To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:
Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

Key Considerations:
Because the application is for an owner transfer, consideration may be given to the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is June 10, 2022.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on May 18, 2022. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 06 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

5/24/2022

Craig Miller
PO Box 2502
Chandler, AZ 85244

Dear Mr. Miller:

Your application for a Series 6 Liquor License Owner Transfer for Collins Irish Pub & Eatery located at 2 N Leroux Street, Flagstaff, AZ was posted on March 18, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 7, 2022, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The invitation to join the online meeting will be emailed to you prior to the hearing. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on June 7, 2022, and the application may be removed from the premises at that time.

There is an $815 application fee which needs to be received prior to the hearing date. Payment can be made online at https://www.flagstaff.az.gov/2452/E--Services under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please feel free to call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 06 Bar (all spirituous liquor)

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar.

A hotel or motel with a Series 06 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m. Monday through Saturday and 2:00 a.m. and 10:00 a.m. on Sundays.

Bar, beer and wine bar, and restaurant licensees must pay an annual **SURCHARGE** of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-032

TO: **Chief Dan Musselman**

FROM: **Sgt. Kevin Sapp**

DATE: **May 13th, 2022**

RE: **Owner Transfer – Series 6 Liquor License Application – Collins Irish Pub and Eatery**

On May 12, 2022, I initiated an investigation into an application for a series 6 (Bar) liquor license filed by Jeffrey Craig Miller (Agent), Kunal Patel (Controlling Person) and Karan Patel (Controlling Person). This is an Owner Transfer application, and the application number is 196466. It is for the Collins Irish Pub and Eatery located at 2 N Leroux St., Flagstaff, AZ.

I conducted a query through local systems and public access on all the applicants and discovered no derogatory records on Jeffrey Craig. I discovered no derogatory records for Kunal Patel. I discovered Karan Patel was arrested and plead guilty for DUI in 2017 and arrested for disorderly conduct – fighting and threatening/Intimidating in 2019; That charge was dismissed with prejudice. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business will be present for the council meeting on June 7th.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: May 24, 2022

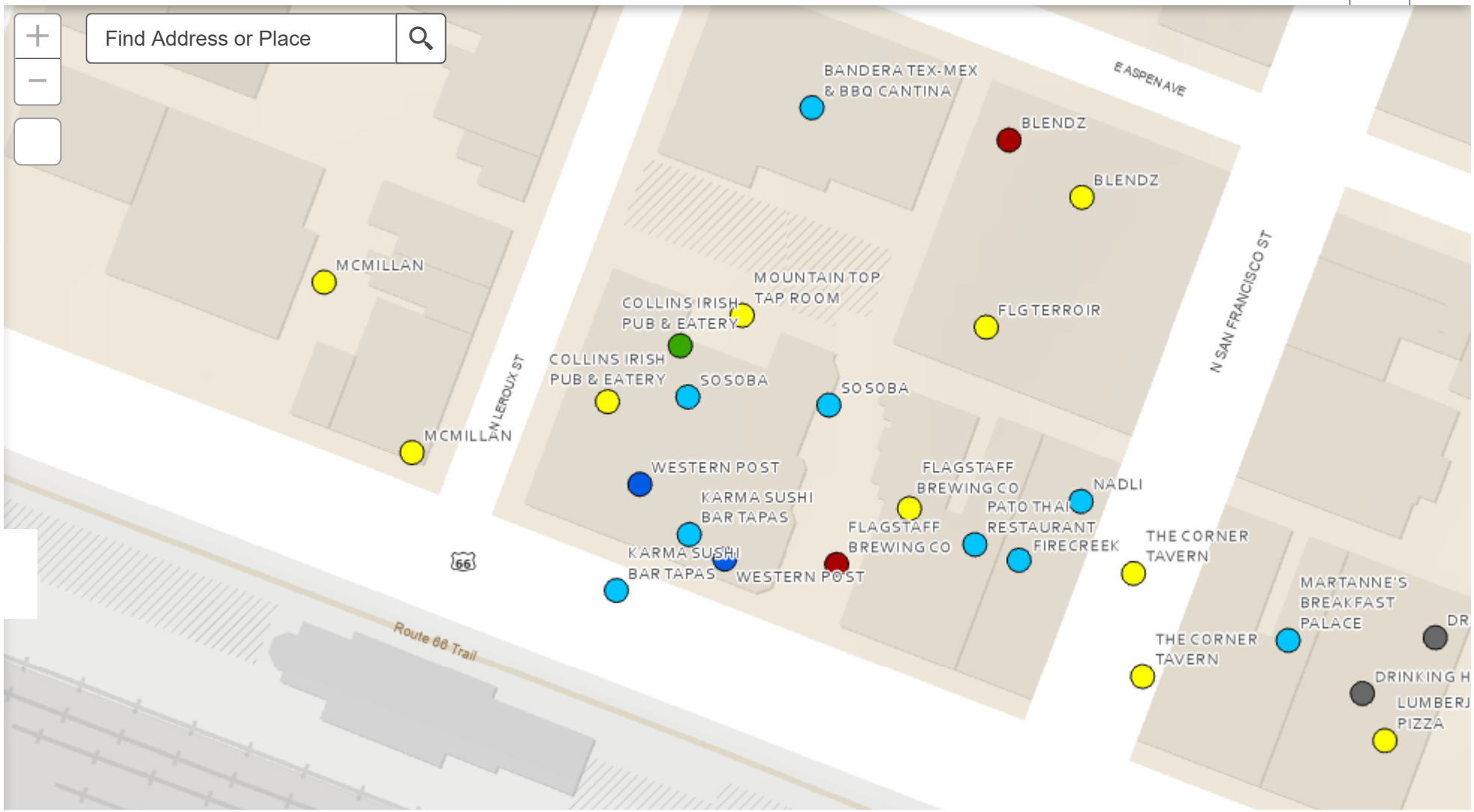
Re: Application for Liquor License #196466
2 N. Leroux St., Flagstaff, Arizona 86001
Assessor's Parcel Number 100-20-010
Jeffrey Craig Miller on behalf of Collins Irish Pub & Eatery

This application is a owner transfer Series 6 Bar liquor license by Jeffrey Craig Miller on behalf of Collins Irish Pub & Eatery. This business is located within the Central Business district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Active Liquor Licenses

City of Flagstaff GIS



9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jessica Cortes, Court Administrator
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration of Appointments: Magistrate and On-Call Magistrates for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointments of Honorable James Speed as Magistrate and Honorable Charles Adornetto and Roberta McVickers as On-Call Magistrates.

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two-year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of Magistrates for the Municipal Court allows for ongoing operations of the court without interruption.

Magistrates hear criminal, civil, traffic and local code violations that are filed in the Flagstaff Municipal Court. They conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. Magistrates are required for the ongoing operational needs of the Municipal Court. Magistrates are critical to the criminal and civil processes of the judicial branch.

Judge Speed and Judge Adornetto have been serving in their respective capacities as Magistrate and On-Call Magistrate at the Flagstaff Municipal Court and are requesting to continue in their current roles.

Financial Impact:

Funding for all judicial positions is included in the approved budget of the Flagstaff Municipal Court. No additional budgetary impact is anticipated.

Policy Impact:

Magistrates are critical to the criminal and civil processes of the judicial branch. These appointments help maintain an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent and fair judicial branch provides balance to criminal and civil matters that require resolution within our municipality.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Personnel - Attract and retain quality staff.

Has There Been Previous Council Decision on This:

Judge Speed and Judge Adornetto have been appointed by previous City Councils and have both been serving in the Flagstaff Municipal Court for six years.

Options and Alternatives:

Approve the appointments.
Don't approve the appointments and request alternative candidates for Council consideration.

Attachments:

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Co-Submitter:	Dietrich Sauer, Human Resources Director
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Approval of Contract: The Employee Staffing Agreement with Educational Services, LLC for a phased retirement program through a Mohave Cooperative Purchase Contract 21N-ESI3-0318 in an annual amount not to exceed $400,000, plus applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Employee Staffing Agreement with Educational Services, LLC in an annual amount not to exceed $400,000, plus applicable taxes; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The phased retirement program offered by Educational Services, LLC (ESI) is a tool for succession planning within the municipal organization. It allows City employees with extensive lengths of employment additional time to share their knowledge with other City personnel prior to leaving the organization or to finish high priority projects.

Many times, the transfer of knowledge does not occur prior to retirement because the employee's retirement date may have come earlier than expected or the employee has been too busy with day-to-day operations to focus on the transfer of knowledge. This additional amount of time dedicated to the transfer of knowledge is incredibly important to the success of the municipal organization and service to the community.

All employees eligible for retirement with Arizona State Retirement System (ASRS) and demonstrating above average performance would be eligible for the phased retirement program under ESI. In the request, the employee specifies what transfer of knowledge would occur and/or what high priority projects would be completed within the contract period. There must be a recommendation from the Immediate Supervisor and an agreement between the Immediate Supervisor, Division Director, Deputy City Manager and the employee regarding the projects and/or succession steps that will be completed. The contract period would range from three months to a year with the ability to extend for a maximum of one more year. A division may request an extension if a recruitment process was not successful, there were changes in the budget situation, or a project has experienced unexpected or uncontrollable delays. ESI provides phased retirement services to cities, counties and state agencies throughout Arizona. This concept allows retirement eligible staff to retire from ASRS and return as a worker to their same position in the City or another one for which they are qualified. This opportunity is available under the current ASRS Return to Work rules. The worker would be compensated seventy-five percent of their existing salary, sick leave, a reduced number of vacation hours and pay for all City recognized holidays.

The City recognizes savings of thirty to forty percent per worker due to the reduction in the employee's salary and related benefits and the elimination of group insurance. The savings remains in each division's budget to offset the exiting employee's retirement payout first and then may be used for other budgetary expenses.

Financial Impact:

This Employee Staffing Agreement provides the City with the opportunity to retain key personnel while saving money. The City will pay seventy-five percent of the employee's salary plus seventeen percent of employee gross salary to cover payroll liabilities (i.e. FICA, worker compensation and unemployment, etc.) and the administrative fee. The City will save on employee related expenses and group insurance for each employee resulting in the minimum savings of thirty percent for each employee leased back through the phased retirement program.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

- Serve the public by providing high quality internal and external customer service.

Has There Been Previous Council Decision on This:

The fiscal year 2021-22 contract with ESI was previously approved by City Council on June 1, 2021.

Options and Alternatives:

1. Award the Employee Staffing Agreement for phased retirement services using the Mohave Cooperative Purchase Contract 21N-ESI3-0318 in an annual amount not to exceed $400,000, plus applicable taxes; or
2. Do not award the Employee Staffing Agreement for phased retirement services; or
3. Advise staff to conduct a formal solicitation process in lieu of utilizing the Mohave Cooperative Purchase Contract.

Background/History:

The City has been provided a phased retirement program since 2011 and various divisions and sections have using this program over the years. The Purchasing Section reviewed various cooperative purchasing contracts and identified the Mohave Cooperative Services Purchase Contract 21N-ESI3-0318 as the most appropriate option to the City for the Employee Staffing Agreement.

Community Benefits and Considerations:

The community benefits from the transfer of institutional knowledge and the completion of high priority projects. The phased retirement program provides valuable transition time, so the City may retain the worker's knowledge and expertise through transferring this information to another employee within the municipal organization. Utilizing the worker's knowledge and expertise to finalize high priority projects provides a positive benefit to the community in terms of time and outcome.

Attachments: ESI Contract

Mohave Agency Contract
Award Doc
Extensions

Employee Staffing Agreement

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona effective July 1, 2022 ("Effective Date"), by and between City of Flagstaff ("Client"), and Educational Services, LLC, an Arizona limited liability company ("ESI").

RECITALS

A. ESI is a company in the business of providing employee staffing services.

B. Client is an entity within the State of Arizona and desires to obtain certain staffing services ("Services") from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement.

C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees ("Workers" pursuant to Section 2 below).

D. This Agreement shall not diminish, abolish, or remove any rights of Workers against the Client, or obligations of the Client to any Workers, if any, that existed before the Effective Date of this Agreement.

E. Client and ESI agree to be bound by the terms and conditions set forth in any applicable cooperative contract purchasing agreement.

AGREEMENT

In consideration of the foregoing recitals, and mutual promises contained herein, Client and ESI agree as follows:

1. **RELATIONSHIP OF THE PARTIES**

ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client has the right to direct Workers only to the extent necessary to conduct the Client's business, and operations, and to comply with licensing and certification requirements that apply to the Client, or to any Worker. In all other respects, ESI retains full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between ESI and Client.

2. **WORKER**

In this Agreement, the term "Worker" or "Workers" means an individual(s): (a) employed by ESI in Arizona to work in Arizona, (b) who is performing Services for Client pursuant to this Agreement, (c) who has completed ESI's required hiring and onboarding process forms, and, where applicable, is certificated or licensed as required by law for the position in which ESI places the Worker.

ESI will not place into employment positions with the Client any Worker who does not possess, or have the ability to possess, all necessary certification and endorsements or licenses for the position assigned.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination, and/or harassment claims. ESI retains the right to make a final determination as to whether to hire a Worker.

3. **TERM OF AGREEMENT**

The initial term of this Agreement will be one (1) year following the Effective Date ("Term"). Upon the expiration of the initial Term, this Agreement may be renewed annually upon mutual agreement of both parties (with each one-year renewal being a successive "Term"). This Agreement does not automatically renew at the end of each year.

4. **NON-APPROPRIATION CLAUSE**

Client may cancel this Agreement by providing written notice to ESI if funding is not available to Client due to budget constraints.

5. **TERMINATION**

A. Workers, Without Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker at any time without cause upon the submission of at least thirty (30) calendar days' advance written notice.

B. Workers, With Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker upon written notice to ESI upon the occurrence of any of the following:

(1) A material breach by ESI, or a Worker of any of ESI's or Worker's obligations under this Agreement, or under the Worker's contract and/or employment offer letter.

(2) If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony, or of any crime involving moral turpitude, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker's contract and/or employment offer letter, violates the policies of the Client applicable to Client's own employees, commits an act of unprofessional conduct, or commits an act that adversely affects the reputation of Client.

(3) Death or Permanent Disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or Permanent Disability. "Permanent Disability" shall mean the Worker is unable to perform his/her essential job duties, with or without reasonable accommodation, for a period of more than sixty (60) days.

(4) If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.

C. Agreement. This Agreement may be terminated by either party, for any reason, at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 28.

6. **SCOPE OF SERVICES**

In collaboration with Client, ESI shall supply Workers and shall perform the following services:

A. Recruit, hire, train, evaluate, compensate, place, replace, supervise, discipline, and terminate Workers.

B. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity, and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA"), and the Arizona Employment Protection Act ("AEPA").

C. Maintain a system of statewide background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. ESI shall ensure

that all Workers possess all certifications and licenses necessary to perform their assignments.

D. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments.

E. Maintain a program of supervision that enforces appropriate policies and procedures. In order to maintain the program, ESI may designate one or more on-site ESI employees as the supervisor, and/or, ESI contact responsible for addressing and responding to Workers.

F. Provide each Worker with information regarding his or her obligation to comply with applicable safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation, and conduct policies.

G. Inform each Worker in writing that s/he is employed by ESI, and not employed by the Client.

H. Inform each Worker in writing that job related illness/injury reports are to be made to the Client, and ESI's on-site supervisor, or ESI contact, and provide information on where and how reports are to be made to the Client and ESI supervisor or contact. Worker must coordinate with ESI, or ESI's representative, for non-emergency treatment, and not the Client, or Client's representative.

I. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA"), the Fair Wages and Healthy Families Act, and Arizona Labor Code. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for, and will comply with, applicable law governing the reporting and payment of wages, payroll-related, and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

For SubSource Workers (substitutes), ESI will track, account and pay for paid sick time in accordance with the Fair Wages and Healthy Families Act ("FWHFA"). These costs for SubSource Workers will not be invoiced to the Client and will be ESI's responsibility.

For RetireRehire Workers (return-to-work retirees), Client will be responsible for providing paid leave equal to or greater than the amount required under the FWHFA. The annual allotment of a RetireRehire Worker's paid sick leave will not be accrued but will be granted by Client in full via a lump sum dispersal at the start of the RetireRehire Worker's contracted employment period. Client will have discretion in determining the type and quantity of paid leave so long as this paid leave allotment meets the requirements of the FWHFA.

Hourly employees will not be allowed to accrue "comp time," and will be paid their proper overtime rate, 1 ½ times their regular hourly rate, for any hours worked over 40 hours in a workweek, as required by applicable law. If an authorized timesheet approver (employee of Client) approves a Worker timesheet with overtime hours on it, ESI must pay that overtime, and will bill Client accordingly for that overtime.

J. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.

K. ESI shall perform all other responsibilities with respect to Workers otherwise required of an employer, and not assumed by Client pursuant to this Agreement.

7. APPROVAL OF SUPPLIED WORKERS

Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with ESI to provide. The Client has the right to reject any Worker prior to, or, at the time of placement for any lawful reason. Client may recommend that ESI impose discipline upon any Worker for any lawful reason, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker for any lawful reason. ESI retains the sole right to determine if rejection, discipline, or dismissal of a Worker is for a lawful reason.

8. ADMINISTRATIVE FEES

Client will pay ESI an administrative fee in accordance with the Fee Schedule, attached as **Exhibit A**.

ESI will pay for all associated employer's payroll liabilities for the Workers. Payroll liabilities include FICA (OASDI/Medicare), federal and state unemployment taxes, and workers' compensation insurance ("Payroll Liabilities"). ESI's obligation to pay all Payroll Liabilities will not change during the Term, even if there are mid-Term increases in SUTA or workers' compensation rates charged for the Workers. However, ESI reserves the right to amend Exhibit A and charge Client for increased Payroll Liabilities mid-Term only in the event of the following: A) an additional category of payroll tax applicable to the Workers is mandated by any federal, state, or local government that was unforeseen at the commencement of the Term; or B) any federal, state, or local government imposes a material and substantial change to the payroll tax structure applicable to the Workers that causes material increased costs to ESI that were unforeseen at the commencement of the Term.

9. PRE-PAYMENT INCENTIVE

ESI pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, ESI offers a pre-payment incentive in the Contract Administrative Fee if Client pre-pays for Services as defined per **Exhibit A**.

10. **PAYMENT TERMS**

ESI will bill Client with invoices as "net 30." An 8% per annum late payment charge will be assessed for any payment that is not received within 30 days of invoice.

11. **WORKERS' COMPENSATION**

A. ESI will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. ESI shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than $1,000,000 each accident, and $1,000,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer.

B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.

C. Client understands, agrees, and acknowledges that the workers' compensation insurance that ESI will provide under this Agreement will only cover individuals who are employed by ESI, and that such ESI's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

12. **CLIENT'S LIABILITY INSURANCE**

Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The provision of liability indemnity protection shall not be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement.

The coverage provided will be made available to Workers as an additional covered party under the terms of the Client's insurance coverage. Coverage will be made available by the Client's insurance company to Workers on the same terms and conditions as coverage is made available to Client employees. ESI shall be named an additional covered party to the Client's insurance agreement but only to the extent that ESI is vicariously liable for the acts of Workers while Workers are performing services for Client but not for any actual or alleged wrongful act, error or omission of ESI in its own right (e.g., claims of negligent hiring, supervising or retention, employment discrimination, etc.).

13. **ESI'S LIABILITY INSURANCE**

ESI shall maintain in full force and effect at all times during the Term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one million dollars ($1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars ($2,000,000).

14. **PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**

The parties believe that all Workers are the common law employees of ESI and that ESI is an applicable large employer for purposes of compliance with the requirements of Code Section 4980H. Accordingly, ESI offers full-time Workers and their "dependents" (as defined in any regulations or other guidance issued under Code Section 4980H) the opportunity to enroll in ESI's "minimum essential coverage" (as defined in Code Section 5000A(f) and any regulations or other guidance issued thereunder) under an "eligible employer-sponsored plan" (as defined in Code Section 5000A(f)(2) and any regulations or other guidance issued thereunder) at least once per year. Such coverage will provide "minimum value" (as defined in Code Section 36B(c)(2)(C)(ii) and any regulations or other guidance issued thereunder).

In addition, ESI will determine full-time employee status for all Workers using the "look-back measurement method" (as defined in the regulations or other guidance issued under Code Section 4980H) and will conduct the necessary tax reporting as required by Code Sections 6055 and 6056, including the timely furnishing of all Forms 1095-C to applicable individuals and the timely filing of all Forms 1094-C and 1095-C with the Internal Revenue Service.

Each party agrees to provide the other party timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency with respect to Code Section 4980H compliance as it applies to the Workers covered by this Agreement. For this purpose, notice shall be considered timely if provided to the other party no later than 20 days before a corresponding response is due to the Internal Revenue Service or other governmental agency.

15. **ADMINISTRATION**

A. All Workers assigned to fill positions with the Client are employees of ESI. ESI is responsible for administrative employment matters, such as transmission of all federal, state, and local employment tax payments, providing workers' compensation insurance, as well as management of fringe benefit programs for Workers. ESI agrees to pay, and hold harmless, Client from any and all tax penalties, assessments, or governmental charges in connection with all or any of the Services provided under the terms of this Agreement. Client is responsible for payment of the Alternative Contribution to the Arizona State Retirement System for any amounts that may be due for individual Workers.

B. Client will immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.

C. Workers will receive compensation for services rendered pursuant to this Agreement solely through ESI. It is a material breach of this Agreement for Client to pay any Worker in cash, or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment. Further, ESI shall provide Workers with unemployment insurance coverage to the extent required by law.

D. ESI shall warrant compliance with all federal immigration laws and regulations that relate to Workers, and that it has verified employment eligibility of each Worker through the E-verify program.

E. Upon Client's reasonable request, ESI will provide documentation showing compliance with Section 15(D) with respect to any Worker.

F. If Client engages in ESI's RetireRehire service, Client RetireRehire Terms, attached as **Exhibit B**, summarizes Client's return-to-work program. Client has sole discretion to set terms. Terms may be changed by Client at any time upon written notice to ESI.

G. If Client requires Worker to operate Client vehicles, Client shall assume full responsibility for transportation safety, vehicle maintenance, training Worker in the basic operational necessities of operating Client's vehicle, vehicle safety inspections, environmental compliance, and all government requirements and compliance relating to Worker's operation of Client's vehicle.

16. **PROTECTED LEAVES OF ABSENCE**

A. The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects civilian job rights and benefits for military servicemembers, veterans, and members of Reserve components. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers are called away for or return from military service, pursuant to the requirements of USERRA.

B. The Family and Medical Leave Act ("FMLA") protects job rights, leave, benefits, and re-instatement rights of eligible employees after the employee has been on approved FMLA leave. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers go on leave or return from leave, pursuant to the requirements of the FMLA.

17. **SAFE WORK ENVIRONMENT**

A. ESI and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work-related accidents involving the Worker within 24 hours to Client.

B. If applicable, and appropriate, Client will provide the Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.

C. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI, or its insurers, may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA log). Neither ESI's insurer nor ESI warrants the result of the inspections, or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.

D. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable federal, state, and/or local laws, regulations, codes, or standards.

18. **SUPERVISION**

A. ESI, in coordination with Client, will provide direction, supervision, training, and control of each Worker in the performance of the Services. Client will

provide daily monitoring of the Workers and will report to ESI. ESI may designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor may direct the operational and administrative matters relating to the Services and may be under the direct supervision of ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to ESI or designee.

B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and procedures and permit ESI to implement its policies and procedures relating to the Workers.

C. Client may make all non-routine directives through ESI's on-site supervisor, or if an on-site supervisor is not provided, then through ESI or designee.

19. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. In addition, Client agrees to indemnify, defend, and hold harmless ESI for any (i) breach of any representation, warranty or obligation of Client set forth in this Agreement; and (ii) any claim that any work product or Client's receipt or use thereof infringes on any intellectual property right of a third party. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) resulting from a vehicular incident, but only to the extent that the Workers are operating Client's vehicles within the course and scope of authorization granted by the Client.

ESI shall be solely responsible and shall indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with ESI's failure to: (i) offer minimum essential coverage that provides minimum value consistent with Section 14 of this Agreement; (ii) timely and accurately furnish and file information returns consistent with Section 14 of this Agreement; or (iii) otherwise comply with the requirements of Code Section 4980H and any regulations or other guidance issued pursuant thereto. Notwithstanding the foregoing, ESI shall not be responsible and shall not indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI

or the Client that arises in connection with Client's failure to: (i) offer minimum essential coverage to its common law employees pursuant to an eligible employer-sponsored plan; (ii) offer coverage that provides minimum value and that is "affordable," within the meaning of Code Section 4980H and any regulations or other guidance issued pursuant thereto; or (iii) provide timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency as described by Section 14 of this Agreement.

The Indemnitee hereunder shall promptly notify the Indemnitor in writing of any claim, suit, action or proceeding and cooperate with the Indemnitor at the Indemnitee's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim, suit, action or proceeding and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitor shall not settle any claim, suit, action or proceeding in a manner that adversely affects the rights of the Indemnitee without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this section shall not relieve the Indemnitor of its obligations under this section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own expense.

The parties agree that this Section 19 constitutes the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

20. **ADJUDICATION OF AGREEMENT**

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

21. **LIMITATION OF LIABILITY**

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S SOLE REMEDY IN THE EVENT OF ESI'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT AND RECEIVE, WITHIN THIRTY (30) DAYS AFTER THE TERMINATION DATE, A REFUND FOR ANY FEES THAT CLIENT PAID ESI AS OF THE TERMINATION DATE FOR SERVICES THAT WERE NOT PERFORMED AS A RESULT OF ESI'S BREACH. FURTHER, ESI SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION TO CLIENT WHATSOEVER, SUCH AS LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CLIENT ACCEPTS THE RESTRICTIONS ON CLIENT'S RIGHT TO ADDITIONAL RECOURSE AS PART OF CLIENT'S BARGAIN WITH ESI.

22. **ATTORNEYS' FEES**

Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.

23. **MODIFICATIONS OR WAIVER OF AGREEMENT**

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a Director-level employee or above of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

24. **ENTIRE AGREEMENT**

This Agreement, including the Recitals and Exhibits, along with all other agreements explicitly referenced herein, including the Mohave Educational Services Cooperative Contract No. 21N-ESI3-0318, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

25. **BINDING NATURE OF AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. For the avoidance of doubt, ESI has the right to assign its rights and obligations under the Agreement to any assignee, successor, and/or subsequent owner, whether as a result of a merger, acquisition, or other change in ownership.

26. **CONSTRUCTION; INTERPRETATION; MODIFICATION**

This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to "writing" include printing, typing, electronic writing and other means of reproducing words in a tangible visible form; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation". The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

27. **WARRANTY**

Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and federal immigration laws and regulations that relate to its employees and Workers and with the E-Verify program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee/Worker of the other party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

28. **NOTICES**

All notices or other communication required or permitted under this Agreement shall be in writing, and shall be made by hand delivery, or overnight courier, or prepaid first-class certified mail, with an additional copy (which does not constitute notice) sent via email. Notice to ESI shall be sent to:

Educational Services, LLC
14614 N. Kierland Blvd, Suite 230
Scottsdale, AZ 85254
ATTN: ESA Administrator
Email: hr@esiaz.us

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

29. **NO RULE OF STRICT CONSTRUCTION**

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

30. **HEADINGS**

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

31. **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

32. **ARBITRATION**

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement, or the performance hereunder, the parties hereby agree that any such dispute shall be exclusively submitted to, and resolved in, binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs. Arbitration shall take place in Maricopa County, Arizona.

33. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all mandatory contract provisions of state agencies required by statue or executive order.

34. **VALIDITY**

This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.

35. **CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Client 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 to the contract with respect to the subject matter of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

Effective Date: July 1, 2022.

"Client"	EDUCATIONAL SERVICES, LLC, an Arizona limited liability company
_____	_____
By:_____	By: _____
Its:_____	Its: _____

CLIENT ADDRESS FOR NOTICE:

_____

EXHIBIT A
Fee Schedule

ESI Cooperative Contracts
All fees are defined through the following cooperative contracts. The following is a summary of key terms and may be subject to change. Refer to the specific governing cooperative contract for current detailed fee terms.

Mohave Educational Services Cooperative Contract No. 21N-ESI3-0318

RetireRehire
ASRS Retired Member Leased Employees: excludes Substitutes

- 17.00% of gross salary

SubSource
Certified and Classified Substitutes

- 25.00% of gross salary

Pre-Payment Incentive
Pre-payment of at least 80% of estimated fiscal year expenditure required. Incentive is a 0.25 percentage point reduction of the base administration fee. Example: For ASRS Retired Member Leased Employees (excludes substitutes), the base admin fee of 17.0% would be reduced to 16.75%.

EXHIBIT B
Client RetireRehire Terms

Salaried Employees

Contractual Salary (% of Exiting Salary)	75%
Supplemental Pay (% of Pay Rate)	0%
Performance Pay	NO
Insurance Support	NO
Leave	YES
Holiday Pay	YES
Program Application Period	NONE
Time Limit with ESI	ONE YEAR

Other Special Provisions:
Sick Leave — Yes (One day per month)

Hourly Employees ☒ Same as Certified Employees

Contractual Salary (% of Exiting Salary)	
Supplemental Pay (% of Pay Rate)	
Performance Pay	
Insurance Support	
Leave	
Holiday Pay	
Program Application Period	
Time Limit with ESI	

Other Special Provisions:

MOHAVE COOPERATIVE

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(See document 4. 21NESI30318 Award Documentation for Offer & Acceptance Form.)

Tab 1B - Amendments ..... No Amendments were issued for this RFP.

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(See document 5. 21HDHP0917 Extensions and Amendments for renewals.)

Tab 2D - Financial Information ..... All financial information is kept confidiential and has been removed.

Tab 3A - Price Proposals ..... See document 6. 21NESI30318 Pricing Summary.

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Tab 5 - Additional Information ..... Please call Mohave for information.

Click section title to be taken directly to that section.

4/5/18 EH

MOHAVE COOPERATIVE

Via Email
andy@esiaz.us

REQUEST FOR BEST AND FINAL OFFERS
REQUEST FOR PROPOSAL 21N-1215

TEMPORARY EMPLOYMENT AND RECRUITING SERVICES

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 21N-1215, Temporary Employment and Recruiting Services.

BEST AND FINAL OFFER DUE DATE: Thursday, February 10, 2022, at 3:00 p.m. (local time)

Electronic Submission: contracts@mesc.org

Best and Final Offers ***must be submitted electronically to*** Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 21N-1215, and **Offeror's Name clearly indicated in the email subject line.**

Best and Final Offers must be received by the due date and time, or shall be considered as a late response. Offerors are advised that late best and final offers shall be handled as specified by Arizona procurement rules and code. If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer. ***Email your best and final offer, and any supporting attachments to: contracts@mesc.org.***

CONTACT PERSON: Michael S. Carter, CPPB, NIGP-CPP Contract Specialist I PHONE: (928) 718-3222

Anita S. McLemore, C.P.M.
Executive Director

DATE: February 3, 2022

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: William Shirk, President and CEO

Firm: Educational Services, Inc.

Address: 14614 N. Kierland Blvd., Ste N230

City: Scottsdale **State:** AZ **Zip:** 85254

Phone: (480) 750-9980 **Signature:**

Date: February 8, 2022 **Title:** President & CEO

Request for Proposal 21N-1215 - Temporary Employment and Recruiting Services
Educational Services, Inc.

REQUEST FOR BEST AND FINAL OFFERS

NOTE: Mohave has completed its initial review of your response to RFP 21N-1215, and is requesting the following information to better understand your offer. Carefully review and answer the questions that follow. Provide only the information requested. ***Do not provide another complete copy of your initial response.*** *Sign and include this Request for Best and Final Offer with your response. If you do not respond by the specified time, date and location, your immediate previous offer will be construed as your best and final offer.*

NOTE: YOUR ANSWERS TO QUESTIONS 2 AND 3 MAY REQUIRE REVISIONS AND/OR CLARIFICATIONS TO YOUR PRICING WORKBOOK. PROVIDE A REVISED COPY OF YOUR PRICING WORKBOOK IN ELECTRONIC FORMAT (WHICH IS NOT PASSWORD PROTECTED) WITH YOUR RESPONSE TO THE BEST AND FINAL OFFER. ADDITIONAL DOCUMENTS, IN WHICH FILE SIZE(S) ARE TOO LARGE TO BE PROVIDED VIA EMAIL, MAY BE PROVIDED AND ACCESSED THROUGH A DOWNLOADABLE LINK INCLUDED IN YOUR BEST AND FINAL OFFER RESPONSE.

BEST AND FINAL OFFER SUBMITTAL

1. Your response to the Method of Approach, Tab 2a, requires the following additional information:

    a. Question #1, response page #54, and Question #12, response page #12, stated Recruiting Services are offered. However, Specification 1.2.06 for recruiting services was indicated as a "No-bid". Additionally, your response complied with the Specifications Section 1.6: Recruiting Specifications, and pricing for recruiting services was provided in the electronic pricing workbook. It is unclear if indicating a "no-bid" on Specification 1.2.06 for recruiting services was an oversight, or an exception/deviation was to be taken for this specification. Provide clarification regarding your firm's "no-bid" to Specification 1.2.06 for recruiting services. Include any exception/deviation to this specification.

[ESI Response]

All responses for Recruiting Services should align with "No-bid". ESI does not provide Recruiting Services as its own program. This was a misunderstanding on our part as we recruit actively as part of providing Temporary Employee services (SubSource). ESI regrets any confusion this may have caused. The updated Pricing Workbook includes this change to N/A for Sample #2.

    b. Question #14, response page #58, included the following statement for the new service rate: "*In our currently expiring MESC contract (17A-ESI-0518), our pricing has our administration fee and payroll liabilities as separately billed items, all paid by the member. For this RFP (21N-1215), our fees of 17% (ASRS Retirees, excluding substitutes) and 25% (Substitutes, certified and classified) reflects the combination of our current administration fee and all estimated and known payroll liabilities for 2022-2023.* ***Total member cost is substantially unchanged year-over-year.***" To quantify this statement, and to provide a visual comparison of total costs between your current Mohave contract 17A-ESI-0518 and your offer in RFP 21N-1215, provide the following additional information:

    Using an annual salary of $55,000, provide a detailed breakout, and the final invoiced amount for the following types of employees, using the rates under your current Mohave contract 17A-ESI-0518 and the rates in your offer to RFP 21N-1215:

        1. ASRS Retired Member Leased Employee
        2. Substitute (Certified and Classified)
            a. SubSource
            b. SubSource Enhanced
        3. Recruited Employee (non-ASRS Retired Members)

[ESI Response]

The following are examples as requested. ESI will no longer offer SubSource Enhanced as all enhanced substitute services will be included for all members in the basic SubSource program. As noted above, ESI submits a "No-bid" response for Recruiting Services, therefore no example has been provided.

The 2022-23 bundled pricing has been calculated across thousands of employees and all existing 2021-22 ESI clients. The revised pricing of 17% and 25% are simply ESI's existing 5% and 10% fee plus aggregated payroll liabilities from all 2021-22 leased employees. Tax caps and thresholds (ex: SUTA applying to the first $7,000 only) creates some variability depending on the compensation makeup of the member's total pool of leased employees.

While the below example shows a slight decrease in pricing on a single substitute or retiree at $55,000/year, members will not experience significant differences in year-over-year cost when applied to their entire pool of leased employees over a full year. Fees will be only slightly higher or lower depending on the change in leased employee compensation blend from one year to the next.

ASRS Retired Member Leased Employee (ESI's RetireRehire Program)

Currently Expiring MESC Contract (17A-ESI-0518)		Proposed 2022-23 Pricing (RFP 21N-1215)	
Bi-Weekly Pay ($55,000/yr.)	$2,115.39	Bi-Weekly Pay ($55,000/yr.)	$2,115.39
Payroll Liabilities: (FICA, FUTA, SUTA, Workers' Comp)	$350.51	ESI Administration Fee (17%): (includes Payroll Liabilities)	$359.62
ESI Administration Fee (5%):	$105.77		
Total Due from Member:	$2,571.67	Total Due from Member:	$2,475.01

Substitute – Certified and Classified (ESI's SubSource Program)

Currently Expiring MESC Contract (17A-ESI-0518)		Proposed 2022-23 Pricing (RFP 21N-1215)	
Bi-Weekly Pay ($55,000/yr.)	$2,115.39	Bi-Weekly Pay ($55,000/yr.)	$2,115.39
Payroll Liabilities: (FICA, FUTA, SUTA, Workers' Comp)	$350.51	ESI Administration Fee (25%): (includes Payroll Liabilities)	$528.85
ESI Administration Fee (10%):	$211.54		
Total Due from Member:	$2,677.44	Total Due from Member:	$2,644.24

2. Your response to the Sample Supplemental or End User Agreement, Tab 4b, response page #112, included a statement regarding pre-payment discounts to be offered; however, these discounts were not included in the electronic workbook. If pre-payment discounts are to be offered under an awarded contract, provide these in your revised electronic pricing workbook.

[ESI Response]

Pre-payment discounts are offered and the Pricing Workbook has been updated accordingly.

3. Mohave is considering a number of proposals for this contract. Pricing is very competitive.
   - Please review your prices to determine if any additional reduction to rates are available.
   - If yes, provide a new comprehensive price schedule.
   - If no, indicate "No Additional Discounts or Reduced Rates."

[ESI Response]

No additional discounts or reduced rates. Thank you!

If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer.

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Any documentation marked as confidential or proprietary must be identified below. Any confidential or proprietary information NOT identified as instructed shall be deemed as non-confidential or non-proprietary.

- ***Pricing shall not be considered as confidential information.***
- ***Financial information after Tab 2d shall be considered as confidential information.***
- ***Your entire offer and any publicly known or available information shall not be considered as confidential/proprietary information.***

Confidential/Proprietary Submittals (mark one):

__X__ No confidential/proprietary materials have been included with this offer.

_____ Confidential/proprietary materials have been included with this offer. Offerors shall identify below any portion of their offer they deem confidential or proprietary as specified in the General Terms and Conditions 6. Confidential Information.

The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the offeror and Mohave prior to any public disclosure.

Educational Services, Inc.
Firm

Authorized Signature

Tab 1b:
Signed Amendments

No amendments applicable

Tab 1c:
General Terms and Conditions

General Terms and Conditions
(Place after Tab 1c)

Some General Terms and Conditions may specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information as indicated in select General Terms and Conditions.

1. ADVERTISING

Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of contracted products, materials, processes and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. AVAILABILITY OF FUNDS

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

3. CANCELLATION

3.1. Cancellation Process: The following requirements shall apply to all cancellation notices issued under an awarded contract:

a) A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
b) Upon cancellation, all processes and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
c) Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
d) Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
e) Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

3.2. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

3.3. Cancellation for conflict of interest: In accordance with A.R.S. §38-511, Mohave may cancel the contract within 3 years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Mohave is or becomes at any time while the contract, or an extension of the contract is in effect, an employee of or a consultant to any party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when the contract vendor receives written notice of the cancellation unless the notice specifies a later time.

3.4. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

3.5. Cancellation for no or low-usage: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period.

3.6. Cancellation for non-performance or contract vendor deficiency: Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

a) Failing to comply with the accepted terms and conditions of the contract;
b) Providing material that does not meet the specifications of the contract;

(Cont'd)

c) Providing work and/or material that was not awarded under the contract;
d) Failing to adequately perform the services set forth in the scope of work and specifications;
e) Failing to complete required work or furnish required materials within a reasonable or specified amount of time;
f) Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract; or,
g) Performing work or providing processes or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

3.7. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar processes and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

3.8. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal (contract modification). Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

3.9. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

3.10. Gratuities: If Mohave determines that any contract vendor or an employee of the contract vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of Mohave or a member employee who supervised or participated in the planning, recommending, selecting or contracting of the contract, in accordance with A.R.S. §15-213(O), Mohave may, by written notice, terminate the contract, in whole or in part. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

3.11. Contract vendor offerings: Mohave may, by written notice, terminate the contract in whole or in part, if Mohave determines that employment or a gratuity was offered or made by the contract vendor or a representative of the contract vendor to any officer or employee of the school district or school purchasing cooperative for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including making of any determination or decision about contract performance.

4. CAPTIONS, HEADINGS AND ILLUSTRATIONS

The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

5. CERTIFICATION

By signing the *Offer and Acceptance Form* (page 2 of the RFP), offeror certifies the following:

a) Offeror has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.

b) The submission of the offer did not involve collusion or other anticompetitive practices and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has or will occur. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

c) 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.

d) Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state, has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

e) Offeror agrees to comply fully with any and all provisions of A.R.S. Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.

f) Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and A.R.S. Title 41, Chapter 9, Article 4).

g) Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.

h) If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract, only those materials and/or services awarded to contract vendor by Mohave.

i) If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.

j) If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin.

k) Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with current federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify employee eligibility verification program.

l) Offeror shall comply with A.R.S. §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.

m) If applicable to the products and services offered under this contract, Offeror shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPPA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPPA.

6. CONFIDENTIAL INFORMATION

6.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall notify the offeror of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire offer as confidential will not be considered.

6.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

6.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award of contract(s), with the exception of information deemed confidential by Mohave.

7. CONFIRMATION/DISCUSSIONS

7.1. Confirmation: If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive.

Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file. Correction of mistakes in a proposal shall only be allowed as described in Arizona procurement rules and code.

7.2. Discussions: For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave, based on the requirements and evaluation factors in this Request for Proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

8. CONTRACT MANAGEMENT

8.1. Applicable law: The contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

8.2. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

8.3. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

8.4. Assignment: Contract vendor shall not assign any right or interest of this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

8.5. Contract claims or controversies: The requirements of the Arizona Procurement Code, the Arizona State Board of Education, School District Procurement Rules shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or A.R.S., Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. A.R.S., Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

8.6. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

8.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise. The contract modification will become effective upon agreement by contract vendor and Mohave.

8.8. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

8.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for including purchase order, Pcard/credit card purchases, will be contained in that sample reconciliation report and email.

For Procurements made with purchase orders:

1. Member and/or contract vendor forwards purchase orders to Mohave that is made out to the contract vendor and includes contract number, along with a copy of the contract vendor's quote.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave, based on invoices paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected invoices.

For Procurements made with Pcards/credit card:

1. Member purchases directly from contract vendor using a Pcard/credit card and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "*MESC Reviewed*" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard/credit card).
5. Member pays contract vendor (if not previously paid with Pcard/credit card).
6. Contract vendor sends monthly Reconciliation Report listing Pcard/credit card transaction, invoice or quotation to Mohave, based on Pcard/credit card purchases paid.
7. Contract vendor remits administration fee monthly.
8. Mohave audits selected Pcard/credit card purchases.

8.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are to be returned to the member. Therefore, to the extent permitted by law, contract vendor returns or credits to the member any and all claims for such overcharges as to the processes or services used to fulfill the contract.

8.11. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

8.12. 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.

8.13. Successful performance: The sections of the solicitation defining the scope of work, requirements, or qualifications are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

8.14. User guide: If awarded a contract, contract vendor may be required to prepare a user guide that will assist members in using the contract. A template will be provided for successful contract vendors to create this user guide.

9. COOPERATIVE PURCHASING

9.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any offer that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

9.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

9.3. Most favored customer relationship: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice and approval.

9.4. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as an Arizona public school districts, cities, counties, state agencies, community colleges, universities, political subdivisions, and qualifying non-profit educational and public health organizations that meets the requirements of §115 of the Internal Revenue Code. Mohave has approximately 470 members throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

10. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 6) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

11. EVALUATION and AWARD

11.1. 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 services, when possible and advantageous.

11.2. Best and final offers (Revisions to Proposals): Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

11.3. Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

11.4. Exceptions/deviations to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations may remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.

11.5. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the requirements contained in this solicitation. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

11.6. Effect of price: No contract shall be awarded solely on the basis of price.

11.7. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be 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.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing services 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 services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.

11.8. 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 Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

11.9. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

11.10. Price workbook: All offerors must complete the 21N Temporary Employment and Recruiting Services workbook titled **"21n temporary employment.xlsx"**. Failure to complete and submit the 21N Temporary Employment and Recruiting Services workbook shall render your proposal nonresponsive. The response to the pricing workbook shall be submitted in the original unlocked Excel format, along with any price files and/or pricelists (as applicable) uploaded to ProcureNow. In addition, a PDF copy of the Summary Sections 1-5 worksheets shall be submitted after Tab 3a with your proposal. If awarded a contract, all future updates shall be based on the electronic workbook, or similar approved format.

11.11. Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

11.12. 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:

a) Affirmative compliance with mandatory requirements designated in this solicitation.

b) An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.

c) That the proposal is technically acceptable as submitted.

11.13. Responsible offeror: A responsible offeror is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine an offeror to be responsible before awarding a contract to offeror.

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

11.15. 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. Additionally, Mohave reserves the right to use a ranking system (the Heisman scoring method) for determining the final ranking of proposals. Each evaluator shall calculate their total assigned points for each proposal, applying a ranking of 1 to their highest score, a 2 to their next highest score, and so forth for all proposals. Each proposal shall have a final calculated rank determined by averaging each applied individual evaluator rank. Any ties shall be broken by using the grand total points (total of all evaluator assigned point totals for each proposal) for each of the tied proposals.

Any offeror scoring zero (0) in any required area may be considered nonresponsive.

12. FEDERAL and STATE REQUIREMENTS

12.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

12.2. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

12.3. 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, when notified by member.

12.4. Compliance with federal and state requirements: Contract vendor agrees, when notified by member, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

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In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand.

Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, when notified by member, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

a) HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
b) HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
c) HUD-5369-B, Instructions to Offerors Non-Construction
d) HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
e) HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
f) HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

12.5. Compliance with workforce requirements and eligibility: Pursuant to A.R.S. §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with A.R.S. §23-214 subsection A, which states, "…every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: https://www.e-verify.gov/employers/enrolling-in-e-verify.]

Mohave and its members reserve the right to confirm compliance. Mohave and/or Mohave members may request verification of compliance and request to inspect the papers from any contract vendor or subcontractor performing work under this contract. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

12.6. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

12.7. 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, when notified by member.

12.8. Negotiations: In the event only one proposal is received, or no other price comparison is available for review, the following federal requirement shall apply: *2 CFR 200.323 (b): the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.*

Mohave shall not conduct other negotiations outside of this requirement.

12.9. Non-compliance: All federally assisted contracts with members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

12.10. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12.11. 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 200.323.

12.12. Prohibition on certain telecommunications and video surveillance services or equipment for procurements under federal grant funding: Contract vendor and its subcontractors shall comply with provisions as described in § 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance services or equipment to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.

12.13. 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.

12.14. 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.

12.15. Terrorism country divestments: In accordance with A.R.S. §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

12.16. Compliance to federal solicitation requirements:

a) Offeror certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor certification regarding non-collusion.

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b) Offeror agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the offeror, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the offeror shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.

c) Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

d) Offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60-30.

e) Offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".

f) Offeror shall comply with the provisions of the Consumer Product Safety Act.

g) Offeror shall disclose all discounts, rebates, allowances and incentives received by the offeror from its suppliers. If the offeror receives a discount, rebate, allowance, or incentive from any supplier, the offeror shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The offeror shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).

h) Offeror shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements for prohibited expenditures or as required in 7 CFR §210.21(f)(2).

i) 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.

j) The contract vendor shall provide products to the maximum extent practicable, domestic commodities or products in accordance with 200.322 (Domestic preferences for procurement), as applicable, 7 CFR 210.21(d), (Buy American Provision). The contract vendor shall provide to the maximum extent practicable, domestic products substantially processed in the United States. "Substantially" means the final product contains over 51% domestic commodities.

k) If applicable, allowable costs will be paid from the nonprofit school food service account to the offeror net of all discounts, rebates and other applicable credits accruing to, or received by the contractor, or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

13. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God (e.g., fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

14. INDEMNIFICATION

14.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

14.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

14.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

15. LICENSES

A contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated. Contact vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

16. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

16.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

16.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the Request for Proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

17. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

18. ORDERING CYCLE

18.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

18.2. Audit of contract activity: Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

18.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

18.4. Open order and status reports: Mohave will send contract vendor open order reports on a periodic basis and status reports upon request. Contract vendor agrees to reply to information requests in a timely fashion.

18.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

18.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the awarded contract.

18.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

19. PAYMENT

19.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

19.2. Contract vendor invoice: All invoices shall list the applicable member name, purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g., performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).

19.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

19.4. Correct invoicing: Contract services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

19.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

19.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

19.7. Prepayment: In accordance with the Uniform System of Financial Records and A.R.S. §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

19.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) member accepts responsibility for verifying the validity of each payment application; 3) payments are made only after goods and/or services are verified; and 4) any such payments are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

19.9. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

19.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard/credit card transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

(Cont'd)

Purchases made with Pcard/credit cards: The report must be identified as Pcard/credit card when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard/credit card, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g., PDF) of the detailed Pcard/credit card sales receipt, invoice, or quotation shall be provided for review.

The payment and reconciliation report are due per the schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified, if awarded a contract, in the award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Contract vendor shall make Mohave administration fees payable to **Mohave Educational Services Cooperative, Inc.** Payments shall be mailed to:

625 E. Beale St.
Kingman, AZ 86401

20. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

20.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the Request for Proposals for receipt of proposals.

20.2. Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing that would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

20.3. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

20.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification on any item or requirement that is unclear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

20.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested.

21. PROPOSAL OPENING

Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses and available on ProcureNow. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

22. PROSPECTIVE BIDDERS REGISTRATION

Any vendor not responding to two (2) consecutive solicitations for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

23. PROTESTS

Protests shall be filed with Anita McLemore, C.P.M., the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, A.R.S., Title 41, Chapter 23, Article 9 (https://www.azleg.gov/arstitle) and State Board Rules R7-2-1001 through R7-2-1196 (https://azsos.gov/rules/arizona-administrative-code). *A protest must be in writing and must be filed with the Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. Reservations need to be made in advance for any live public inspection of documents. Refer to the Mohave Contract Specialist's contact information on page 1 of this Request for Proposal. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorney's fees and costs along with the costs for the hearing.

24. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

25. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

26. TAXES

26.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

26.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all quotes and invoices.

26.3. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

26.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

26.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

27. TIME (DEFINITION OF)

Periods of time, stated as a number of days, shall be in calendar days, not business days.

General Terms and Conditions Acceptance Form
(Place after Tab 1c)

Signature on Page 2 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ **We take no exceptions/deviations to the General Terms and Conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations may remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

Tab 1d:
Special Terms and Conditions

Special Terms and Conditions
(Place after Tab 1d)

Some Special Terms and Conditions may specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information as indicated in select Special Terms and Conditions.

1. CONSTRUCTION

Contract vendor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include:*

- *The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.*
- *The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.*

2. FORM OF CONTRACT

2.1. Contract vendor documents: If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

Contract vendor agrees to provide Mohave a copy of any agreements that are revised during the term of an awarded contract, prior to having the member sign the agreement.

2.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, any issued amendments, best and final offer(s), the awarded proposal(s), contract modifications, and properly issued and reviewed purchase orders referencing the awarded contract number.

2.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

3. INSURANCE

3.1. Certificate: Evidence of the required insurance shall be provided with your proposal by means of a current certificate of insurance with the coverages as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

Certificate (or certificates if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability
- Workers' Compensation
- Professional Liability insurance

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. **Any costs for adding a member as an additionally insured entity, or member requested additional coverage(s) shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity, or providing additional coverage(s) shall be provided at no additional cost.**

Provide evidence of current insurance coverage after Tab 2c.

(Cont'd)

Failure to provide the coverages stated on the previous page, with any minimum stated aggregate amounts provided in the requirements below, may render your proposal as non-responsive.

3.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

3.3. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000.

3.4. Professional Liability insurance: Policy shall include coverage for claims and losses, which are either not included, or excluded in the General Liability insurance. Policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of an awarded contract. Policy shall provide limits of an aggregate amount of not less than $2,000,000, in addition to general liability insurance.

3.5. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

3.6. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

3.7. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will comply with Arizona state statute and evidenced by a certificate of insurance.

4. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

5. OFFEROR QUALIFICATIONS

It is preferred that the offeror has extensive knowledge and at least three (3) years experience with the provision, processes, and services rendered for temporary employment and/or recruitment. Mohave reserves the right to accept or reject newly formed companies based solely on information provided in the proposal and/or its own investigation of the company.

6. PRICING

6.1. Administration fee: Mohave's 1% administration fee shall be included in offeror's contract price (e.g., service rate). Contract vendor shall not add the administration fee to approved contract prices.

6.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

6.3. Basis for pricing: Contract pricing under this RFP shall be based upon:

1. Variable service rate (a percent applied to the hourly rate or annual salary of the temporary employment or recruitment service);
2. Fixed service rate; or
3. Hourly/daily/annual wage for the temporary employee, which includes fees for service; or,
3. A combination of the above.

6.4. Contract pricing: Contract pricing shall include prices/fees/rates for any and all services offered. Contract prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in the proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for contract price adjustments to determine if the requested adjustments shall be allowed. New contract pricing shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal.

6.5. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

6.6. New price lists: New price lists and/or workbooks may be submitted for review throughout the term of the contract, which may include additional offered services or temporary employees. Mohave will review new price lists and/or workbooks to determine if the new prices or an alternative option is in the members' best interests. New price lists and/or workbooks shall apply to the contract only upon approval from Mohave. New price lists and/or workbooks found to be non-competitive at any time during the contract may be grounds for terminating the contract. Any new price lists shall meet requirements as stated in **Basis for pricing**.

6.7. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

6.8. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

6.9. Travel/drive rates: Contract vendor may charge for travel/drive rates under this contract. Travel/drive rates are only applicable for out of area employees working under this contract. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

a) Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.

7. SAMPLES

7.1. Sample evaluation: Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

7.2. Sample requirements: Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

7.3. Sample submittals: Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror shall be considered abandoned, and Mohave shall have the right to dispose of them.

8. SITE REQUIREMENTS

8.1. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee.

(Cont'd)

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, "*as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils*."

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

8.2. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

8.3. Smoking: Persons working under the contract shall adhere to current local smoking policies.

9. SUBCONTRACTORS (third-party services)

9.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor shall not be awarded solely upon membership or non-membership in a union or professional association.

9.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

9.3. Prime contractor: Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.

9.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost proposal to member.

9.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

9.6. Use of subcontractors: Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g., engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

10. TERM OF CONTRACT AND EXTENSION

10.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension (contract modification) exists unless and until contract vendor is so notified by Mohave.

10.2. Contract extension (contract modification): Conditions for contract extension (contract modification) may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension (contract modification). This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension (contract modification).

10.3. Month-to-month extensions (contract modification): Mohave reserves the right to offer month-to-month extensions (contract modification), if that is determined to be in the best interests of members.

Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

☒ **We take no exceptions/deviations to the Special Terms and Conditions.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations may remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

Tab 1e:
Scope of Work

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for temporary employment and recruiting services as specified within this Request for Proposal. These services are requested for Mohave's statewide membership of approximately 470 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

The scope of work and specifications define the quality and characteristics of the desired services and processes. They are based upon specifications for known services, processes, and requirements. The specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate processes, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

One contract vendor holds Mohave's current contract for the specified services. Activity under the contract from 5/18/17 including year to date activity (as of the publication date of this RFP) is $13,875,639. *The activity amount is a total of the Service Fees charged by the contract vendor, and not the total of annual salaries of temporary or leased employees.* This information is provided as an aid to offerors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The discount and/or pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	Tuesday, November 9, 2021
Pre-proposal Conference Held	Wednesday, November 17, 2021, at 10:00 a.m. (local AZ time) Pre-proposal conference will be held using telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	Wednesday, December 8, 2021 at 5:00 p.m. (local AZ time) Questions may also be submitted through the ProcureNow "Questions and Answers" tab.
Published RFP Due Date and Time	Wednesday, December 15, 2021, at 3:00 p.m. (local AZ time)
Public Opening of Proposal	Wednesday, December 15, 2021, at 3:00 p.m. (local AZ time)
Notice of Intent to Award (*estimated date only*)	Tuesday, March 15, 2022 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (*estimated date only*)	Thursday, May 19, 2022

3. SUBMISSION OF PROPOSALS

3.1. Proposals should provide straightforward, concise information that satisfies the requirements. Emphasis should be placed on conformity to the requirements, as well as the completeness and clarity of the submittal content.

3.2. The offeror must submit a proposal following information detailed in the *Instructions to Offeror and Checklist Form.*

3.3. A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a variable service rate (a percent of the hourly rate or annual salary of the temporary employment or recruitment service), fixed service rate, hourly/daily/annual wage for the temporary employee, which includes fees for service, or a combination with indefinite quantities.

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall 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.

Responsive and responsible offeror(s) shall provide the following requirements:

1) Pricing Information: Excel pricing workbook (non-secured or locked) uploaded to ProcureNow. Completed pricing workbook, price schedules, additional requested price information, volume discount information, quick pay discount information, Pcard/credit card acceptance information, and travel description.

2) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents: *Offer and Acceptance Form*, *Confidential/Proprietary Submittal Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms*, Scope of Work, Specifications with exceptions/deviations noted*, Scope of Work and Specifications Acceptance Form*, *Anti-Lobbying Certificate Form,* and *U.S. Department of Agriculture Form AD-1048*;

3) Primary Vendor Information: Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, financial information;

4) Supporting Contract Documents: Completed supporting contract documents, sample supplemental or end-user agreements;

5) Additional Information: *Instructions to Offeror and Checklist Form*, descriptive literature, slicks and any supporting documents, overall evaluation orderliness, readability of offer and evidence that the firm has the ability to follow instructions, additional information.

References used for terms and conditions: (acronyms used in the solicitation are noted in bold font below):

Arizona Administrative Code **(A.A.C.)** https://azsos.gov/rules/arizona-administrative-code

Arizona Executive Orders: https://azgovernor.gov/executive-orders

Arizona Revised Statutes **(A.R.S.)**: https://www.azleg.gov/arstitle/

State of Arizona Accounting Manual - Travel Policy: Section IID - Section II **(SAAM)**: https://gao.az.gov/travel/welcome-gao-travel

Code of Federal Regulations **(CFR)**: www.ecfr.gov

(Cont'd)

Education Department General Administrative Regulations **(EDGAR)**:
https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html

E-Verify: https://www.e-verify.gov/employers/enrolling-in-e-verify

Davis-Bacon: https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra

Public Law: http://www.congress.gov/public-laws/116th-congress

Uniform Commercial Code as adopted by the State of Arizona **(UCC)**:
https://www.azleg.gov/arsDetail/?title=47

United States Department of Housing and Urban Development **(HUD)**: www.hud.gov

Additional references and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

Affordable Care Act information (**ACA**): https://www.hhs.gov/answers/affordable-care-act/what-is-the-affordable-care-act/index.html

Arizona State Retirement System information (**ASRS**): https://www.azasrs.gov/content/rules

Social Security and Medicare Withholding Rates information (**FICA**): https://www.irs.gov/taxtopics/tc751

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a process or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must notify Mohave prior to specified proposal due date and time.

Partial proposals: Mohave may consider partial proposals for award of a contract.

Compliance with specifications: Offerors shall offer processes or services they believe meet the specifications. The fact that an offeror chooses not to provide process or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Exceptions/Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Exception/Deviation*" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

	Specifications		Comply	Exception/ Deviation*
1.1	**General Specifications**			
1.1.01	Contract vendor shall not individually target employees of other awarded contract vendors that are fulfilling obligations under this RFP. Such practice may result in cancellation of the contract.		X	
1.1.02	Contract vendor shall remain fully informed of, and in compliance with, all current applicable statues, regulations, and ordinances pertaining to the provision of services under an awarded contract.		X	
1.1.03	Contract vendor shall not require upfront deposits and/or retainers prior to providing services and/or employment of leased or temporary employees.		X	
1.1.04	Contract vendor employees shall comply with all instructions pertaining to conduct, building and safety regulations issued by the member.		X	
1.1.05	The hourly rate for minimum wage positions shall be adjusted to comply with the current applicable required federal, state and/or local minimum wage (whichever is higher) laws. The amount of any increase in the bill rate shall not exceed the amount of the increase in the pay rate to the contract vendor employee, and shall not exceed the amount of the increase in the required minimum wage. Contract vendor shall only adjust those positions that are paying below the required minimum.		X	
1.1.06	The contract vendor shall handle any current applicable tax obligations to include, but not be limited to: Social Security, Medicare, federal income tax withholding, FICA, state income tax withholding and federal and state unemployment.		X	
1.1.07	Contract vendor shall not require the member to pay for time off for leased employee; however, the member may offer plans, benefits and paid time off to the contract vendor's employee as an option.		X	

1.1.08	Contract vendor shall identify in the employment agreement to member, prior to providing services, any costs or member required payments to comply with current applicable ACA laws for contract vendor employees. Member shall be responsible for the remittance of any required payments.		X	
1.1.09	Contract vendor shall identify in the employment agreement to member, prior to providing services, any additional costs or member required payments (e.g., ASRS Alternate Contribution Rate) to comply with current applicable ASRS laws for contract vendor employees. Member shall be responsible for the remittance of any required payments.		X	
1.1.10	Contract vendor shall identify in the employment agreement to member, prior to providing services, any costs or member required payments to comply with current applicable federal, state and/or local laws for paid and non-paid leave and/or family leave for contract vendor employees. Member shall be responsible for the remittance of any required payments.		X	
1.1.11	Contract vendor employees shall be covered by contract vendor's workers' compensation insurance.		X	
1.1.12	Contract vendor shall not assign any contract vendor employee who has a conviction or convictions as specified in current applicable Arizona Revised Statutes (ARS) §15-512.D to work at a member's site. Temporary certified, administrative, and/or classified support staff shall meet all current applicable certifications and fingerprinting as required by member.		X	
1.1.13	Initial response to a member request for placement shall be within 24 hours (M-F).		X	
1.1.14	Contract vendor may be asked to provide multiple candidates to interview for any given position (or occupation) prior to placement.		X	
1.1.15	Contract vendor shall not charge the member a penalty or fee if member hires a contract vendor employee through competitive selection in a department or position other than the assigned department or position.		X	
1.1.16	Positions may be added throughout the term of the contract upon mutual written agreement between Mohave and the contract vendor. Those positions may include, but not be limited to: • Administrative Secretary • Bilingual Teacher Assistant • Clerk Typist • Custodian • Executive Director • Finance Accounting Technician • Crossing Guards • School Administrators • Kitchen Staff • Facility Maintenance • Therapists • Office Manager • School Principal • Programmer/Analyst • Purchasing/Warehouse Worker • Registration/Attendance Clerk • Teachers (General Curriculum and Specialty) • Substitute Teachers • Bus Drivers		X	
1.1.17	Contract vendor shall supply employees who have been fully and properly trained in the services called for in the assignment.		X	

1.1.18	Contract vendor shall thoroughly screen all employees to verify the eligibility of their working in a public facility. Employees who work in a school facility shall meet the current applicable requirements, as stated under ARS Title 15, Chapter 5 for certified and non-certified positions. Screening may include, but not be limited to: background checks, fingerprinting checks, drug testing, and reference checks. Any payment of costs associated with the screening process shall be as outlined by statute. Member may request confirmation of such screenings and the documented results.		X	
1.1.19	With the exception of recruiting services, all assigned personnel shall be employees of contract vendor at the time of any work assignment.		X	
1.1.20	Contract vendor shall only be paid for the actual services requested by member.		X	
1.1.21	Contract vendor shall only charge the member for the requested level of skill.		X	
1.1.22	The written agreement between contract vendor and member shall specify if work is to be performed onsite, offsite, or both.		X	
1.1.23	Any reports, drawings, graphs, or charts, produced by contract vendor or contract vendor's employees as part of the services rendered under this agreement shall be provided to and be the sole property of the member. Contract vendor shall not release such work or other information obtained or produced pursuant to this agreement without the prior written consent of the member.		X	
1.1.24	Contract vendor personnel shall dress appropriately for the type of job assigned. Contract vendor shall request from member any dress code or uniform requirements and shall provide them to personnel assigned to the member.		X	
1.1.25	Contract vendor shall allow member to have direct control over the daily activities of contract vendor's employees. In the event any such employee fails to adhere to member's directions or demonstrates that they are not qualified to perform the required duties, member will be instructed to notify contract vendor promptly if employee is to be removed/terminated and/or a replacement employee is requested.			DEVIATE
1.1.26	Contract vendor shall waive all fees if a contract vendor employee is unacceptable. Contract vendor shall provide to member detailed information and instructions for the reporting process and include timelines for the replacement of unacceptable employees.		X	
1.1.27	Repeated failures to provide qualified personnel within the agreed response times, or other unsatisfactory service deficiencies, may be cause to terminate the contract.		X	
1.1.28	Contract vendor personnel shall not report to work under the influence or impairment of alcohol or other substances. Contract vendor shall immediately respond to any member concern about an impaired contract vendor employee working under the influence or substance abuse and remove the impaired employee.		X	
1.1.29	Contract vendor shall offer a replacement of an impaired or unsatisfactory contract vendor employee and replacement employee shall be made within 24 hours (M-F) of removal.		X	

1.2	**Service Rates and Invoicing Specifications**			
1.2.01	Regular temporary position service rates shall be priced in accordance with the skill level determined by member's salary schedule and/or approved offered salary amount(s). Skill levels may include, but not be limited to: **Entry:** Little or no experience and/or minimal education. **Journeyman:** Two or more years' experience and/or some education/certification/degree (additional experience may be used in lieu of education). **Senior:** Five or more years' experience and/or applicable education/certification/degree (additional experience may be used in lieu of education).		X	
1.2.02	Contract vendor shall submit weekly, biweekly or monthly invoices for services provided under the contract. Invoices shall include the name of individual performing services, location of services (member department or site), type of services, hours worked during the billing period and hourly rate for services.			DEVIATE
1.2.03	Temporary and/or temp-to-hire employee service rates shall be listed in the employment agreement and accepted by the member prior to services being provided.		X	
1.2.04	Additional services, additional teachers' pay compensations, and/or stipends shall be itemized or identified in the employee service rates and/or salary. These shall be considered as income for the employee.		X	
1.2.05	Contract vendor may add a fee to specialty temporary employees, leased employees and temp-to-hire pay rates to cover contract vendor's costs and employee's costs.		X	
1.2.06	Fees for recruiting services may be based upon a percentage of contracted rate. Member shall determine hired employee's salary. Contract vendor shall submit pricing methodology for fees. Mohave reserves the right for final approval and acceptance of pricing methodology under an awarded contract.			NO BID
1.2.07	For purposes of this contract, overtime is defined as any time in excess of forty (40) hours per week. Weekend work shall not be considered overtime unless the hours worked are in excess of forty (40) hours for that week.		X	
1.2.08	Contract vendor shall obtain approved, by the member, overtime in advance, in writing. Member shall not be liable for payment of overtime worked, if not approved in advance.		X	
1.2.09	Pay rate for approved overtime hours shall not be greater than one and one half times the regular rate of pay (time and one-half).		X	
1.2.10	Contract vendor shall reimburse member for any improper charges, such as: incorrect time cards, unauthorized long-distance phone calls, unauthorized purchases, or improper rate charges by contract vendor or its employees, which are discovered by member.		X	
1.3	**Regular and Non-Certified Temporary Employee Specifications**			
1.3.01	Contract vendor shall maintain a pool of commonly requested temporary employees. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to: • Administrative Secretary • Custodian • Kitchen Helper • Clerk Typist • Accounting Technician • Warehouse Worker			NO BID

1.3.02	Upon request by the member, contract vendor shall submit a catalog (electronic or printed) or individual listing of job descriptions with a minimum and maximum of experience and education for each position being provided. All personnel assigned by the contract vendor shall meet or exceed the minimum requirements indicated in the job descriptions.			NO BID
1.3.03	Contract vendor's pricing workbook shall include an hourly bill rate ranges for all listed hourly positions.			NO BID
1.3.04	Upon request, contract vendor shall provide resumes for prospective placements to the member.			NO BID
1.3.05	During the term of temporary placement, contract vendor shall not assign a temporary employee to another temporary position without prior approval from the member.			NO BID
1.4	**Specialty and/or Certified Temporary Employee Specifications**			
1.4.01	Specialty and/or certified temporary employees are requested. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to the: • Teacher Assistant • Programmer/Analyst • Registration/Attendance Clerk • Teachers (General Curriculum and Specialty) • School Principal • Executive Director • Librarian		X	
1.4.02	Contract vendor shall attempt to recruit multiple candidates for specialty temporary positions. Contract vendor shall notify member if multiple candidates cannot be recruited.		X	
1.4.03	Contract vendor shall provide resumes of prospective placements to the member. Member shall have the right to interview candidates prior to selecting a specialty temporary employee.		X	
1.4.04	Member may reject all candidates without penalty.		X	
1.4.05	Short and long term substitute teachers are requested.		X	
1.4.06	Contract vendor shall not assign a specialty temporary employee to another temporary position without prior approval from the member.		X	
1.4.07	Contract vendor shall provide teachers that have been certified and have fulfilled the requirements of ARS Title 15, Chapter 5, Article 3. Contract vendor shall provide member a copy of certification upon request		X	
1.5	**Temp-to-Hire and Leased Employee Specifications**			
1.5.01	Contract vendor may offer temp-to-hire employees. Member may interview temp-to-hire employees prior to acceptance or placement.			NO BID
1.5.02	Temp-to-hire shall include an evaluation period. Contract vendor and member shall agree on the term of the evaluation period at time of placement. Temp-to-hire employee shall be notified of the length of time for the evaluation period.			NO BID
1.5.03	During the evaluation period, member shall only be responsible for payment of the temp-to-hire's wages. All other employee costs, including, but not limited to: FICA, unemployment insurance, workers compensation insurance, state taxes, federal taxes and employee benefits such as health and dental, shall be paid by the contract vendor.			NO BID

1.5.04	Upon request, contract vendor shall recruit and place leased employees. Examples of those positions are listed in Specification 1.1.16 may include, but not be limited to: • Accounting Technician • Administrative Secretary • Bilingual Teacher Assistant • Clerk Typist • Custodian • Executive Director • Kitchen Helper • Librarian • Programmer/Analyst • Registration/Attendance Clerk • Warehouse Worker • Teachers		X	
1.5.05	The leased employee shall receive supervision and direction from member supervisors; the contract vendor shall handle any general employment responsibilities.		X	
1.5.06	The member shall retain essential management control over the work performed by leased employees.			DEVIATE
1.5.07	The contract vendor shall assume responsibility for required activities to include, but not be limited to: reporting wages, employment taxes, and benefits packages of temp-to-hire and leased employees.		X	
1.5.08	Contract vendor shall manage and maintain compliance with current applicable state and federal regulations, payroll, unemployment insurance, W-2 forms and other necessary paperwork for temp-to-hire and leased employees.		X	
1.6	**Recruiting Specifications**			
1.6.01	Recruiting services are requested. Recruiting may include a variety of positions.		X	
1.6.02	Recruiting services shall include, but not be limited to: advertising, screening and interviewing on behalf of the member.		X	
1.6.03	Contract vendor shall comply with member's recruitment policies when recruiting on behalf of the member.		X	
1.6.04	Contract vendor shall provide member with a recruiting plan prior to starting the recruitment. The recruiting plan shall include methodology, action items, milestones, timelines, and anticipated expenses.		X	
1.6.05	Contract vendor shall provide member with an opportunity to review and approve advertising materials prior to starting the recruitment.			DEVIATE
1.6.06	Contract vendor shall use member candidate lists upon request.		X	
1.6.07	Contract vendor shall obtain and use member's criteria for candidate screening.		X	
1.6.08	Contract vendor shall provide member with a list of candidates who meet member's screening criteria. Contract vendor and member shall agree on the number of candidates.		X	
1.6.09	Contract vendor shall allow the member to review the screened candidates list and select candidates for interview.		X	
1.6.10	Contract vendor shall make travel and lodging arrangements for interview candidates upon request. If travel and lodging expenses are not the responsibility of the candidate, member shall be notified of these expenses in advance.		X	
1.6.11	Contract vendor shall instruct the member to provide the results of the interviews. However, member shall be under no obligation to select any of the interviewed candidates.		X	

1.6.12	After interviews, contract vendor shall meet with the member to develop the next steps to be taken. Next steps may include, but are not limited to: rescreening original candidates not chosen for interview, re-advertising the position, revising the search criteria, notifying successful and/or unsuccessful candidates of member's decision, or terminating the recruitment.	X	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form
(Place after Tab 1e)

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

☐ **We take no exceptions/deviations to the Scope of Work and Specifications.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☒ **We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations may remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)*

1.1.25
We have provided a deviated response to this question in order to clarify ESI's position as "Employer of Record" of contract vendor's employees. As stated in Section 18 of our Employee Staffing Agreement, we acknowledge our employment requirement to have direct control over the daily activities in order to establish ESI as the "Employer of Record".

1.2.02
To the extent possible, we will provide invoices that include the location of services (member department or site) so long as the information is provided to ESI by the Member.

1.5.06
While we acknowledge that the Member will have management control over the work performed by leased employees, we have provided a deviated response to this question in order to clarify ESI's position as "Employer of Record" of contract vendor's employees. As stated in Section 18 of our Employee Staffing Agreement, we acknowledge our employment requirement to have direct control over the daily activities in order to establish ESI as the "Employer of Record".

1.6.05
ESI shall provide Member with an opportunity to review and approve advertising materials prior to starting the recruitment if the recruitment program is specific to the Member and its name, brands, and/or logos are used in the marketing efforts. ESI will not provide advertising materials for the member to review if the marketing effort is related to ESI's general marketing and/or public relations efforts.

Tab 1f:
Anti-Lobbying Certificate Form

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § *1352, 2 CFR* § *200.450 and 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 offeror, by signing its offer, hereby certifies to the best of his/her knowledge and belief that:

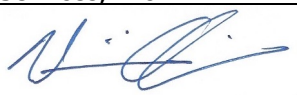
(1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract, 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers 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 31 U.S. Code § 1352. 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.

Educational Services, Inc.
(Firm Name)



(Signature)

William "Andy" Shirk
(Print Name)

President & CEO
(Print Title)

December 15, 2021
(Date Certified)

Tab 1g:
U.S. Department of Agriculture Form AD-1048

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1g)

UNITED STATES DEPARTMENT OF AGRICULTURE

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, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (RFP Page 19) 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.

Educational Services, Inc.

Organization Name | PR/Award Number or Project Name

William "Andy" Shirk, President & CEO

Name(s) and Title(s) of Authorized Representative(s)

December 15, 2021

Signature(s) | Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720 -2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (RFP page 18) 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 bid 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," "bid," 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 bid is being submitted for assistance in obtaining a copy of those regulations.

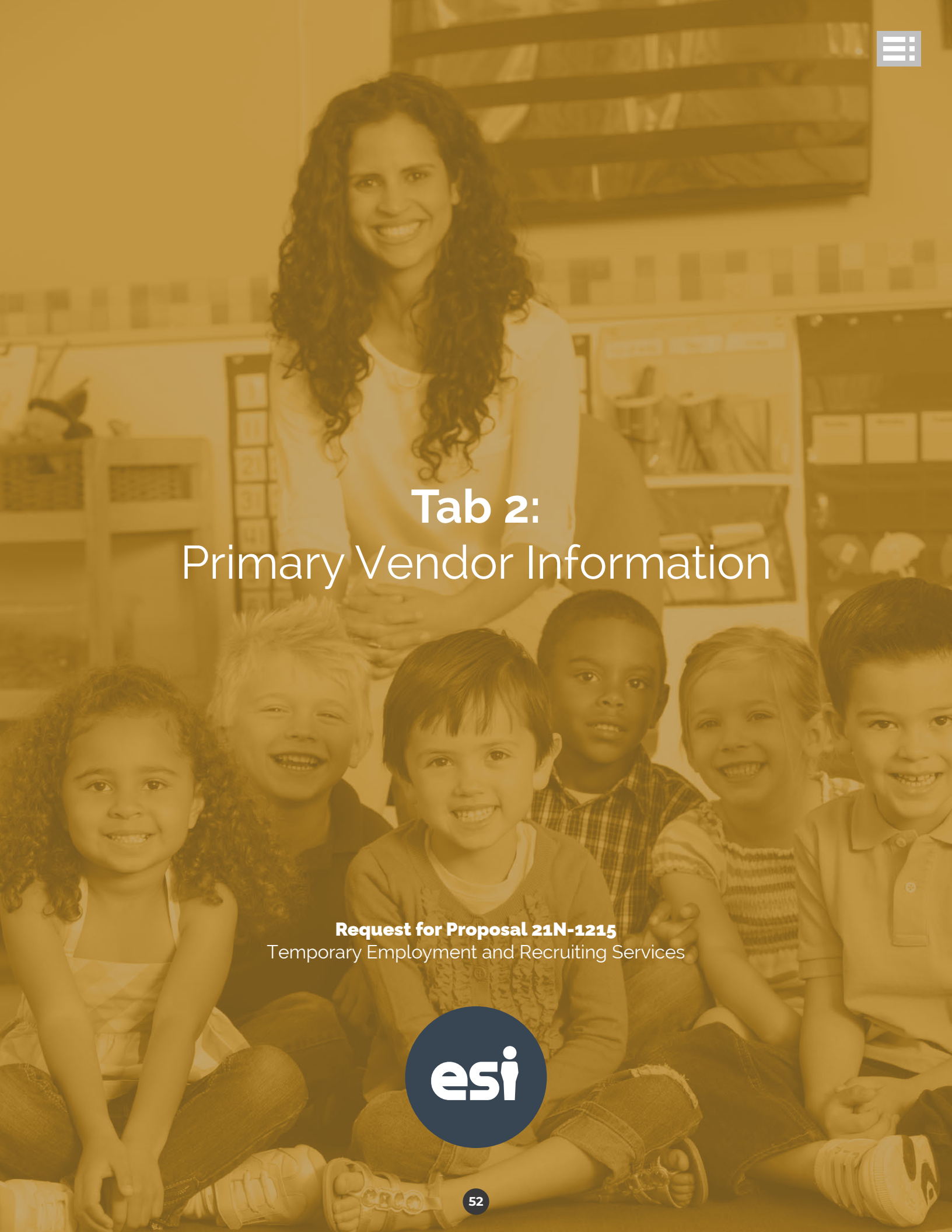
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation 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.



Tab 2:
Primary Vendor Information

Request for Proposal 21N-1215
Temporary Employment and Recruiting Services

Tab 2a:
Method of Approach

Primary Vendor Information
Method of Approach
(Place after Tab 2a)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

Note: See **Best and Final Offer** For Further Details

1. Indicate what services are included in your offer:

Regular/Non-certified Temporary Employees	F/T N/A	P/T N/A	On-Call N/A
Specialty/Certified Temporary Employees	F/T X	P/T X	On-Call X
Regular/Non-certified Temp-to-Hire	F/T N/A	P/T N/A	
Specialty/Certified Temp-to-Hire	F/T N/A	P/T N/A	
Regular/Non-certified Leased Employees	F/T X	P/T X	
Specialty/Certified Leased Employees	F/T X	P/T X	
Recruiting Services	X		

2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan. This information shall include, but not be limited to:
   a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes.
   b. Communication process with Mohave and its members;
   c. Standard delivery time for services after receipt of purchase order;
   d. Contract vendor training of staff assigned to specifically administer, sell services, or monitor duties and processes under an awarded Mohave contract;
   e. Specific value-added services that may benefit members;
   f. Indicate how you will ensure your sales staff does not sell or offer services that are not on contract; and
   g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

3. Do you anticipate using subcontractors (third-party services) for any portion of a project and/or for remote projects under an awarded contract?

   Yes _____ *No* X

   (Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)

   If "Yes," describe how you would use subcontractors to accomplish the work. Indicate if local subcontractors would be used. What is the maximum amount of work you would subcontract to complete a job?

4. Indicate if your proposal is regional or statewide: Regional _____ Statewide __X___

   If you are providing a regional or county specific offer, that offer shall cover all members within that region or county.

   Regardless if your firm is providing statewide or regional/county services, complete the chart below to include the following:

   a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

   b. Indicate which area(s) of the state that you will provide services under an awarded contract.

   c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	1.80%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Cochise	1.90%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Coconino	1.18%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Gila	0.41%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Graham	1.36%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Greenlee	0.13%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
La Paz	0.13%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Maricopa	63.76%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Mohave	1.32%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Navajo	1.50%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.

Pima	14.48%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Pinal	3.71%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Santa Cruz	0.79%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Yavapai	2.39%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.
Yuma	5.15%	ESI will continue to provide services to all counties in Arizona.	ESI will continue to pursue opportunities in all counties in Arizona.

5. Location of servicing office(s) and hours of operation:

   Scottsdale, Arizona in Maricopa County – Monday through Friday; 8:00 AM – 5:00 PM AZ Time

6. Indicate the average number of employees in the regular temporary employee pool in the servicing office. (Provide the number of pool employees for each servicing office, if there is more than one.)
   Not Applicable

7. What is your average response time to fill a temporary/leased employee request, (e.g., clerical position)?
   ESI's average response time to fill a position is variable and depends on the position type and/or location.

8. Do you track and measure the quality of performance of your employees? Yes [X] No [ ]

9. Do you require a minimum number or work hours per request? Yes [ ] No [X] If "yes," provide the number of hours:

10. For temp-to-hire, do you have a minimum number of days for the individual to remain in your employment? Yes [ ] No [ ] If yes, indicate number of days:
    Not Applicable

11. Do you offer early buyout? Yes [ ] No [ ] If yes, provide details on the process:
    Not Applicable

12. Does your firm have national recruiting capabilities? Yes [X] No [ ] If offered, provide your recruitment process:
    We use a wide variety of recruiting tools, to include all major social media and web recruiting online services which have a national reach.

13. Provide a sample quotation and invoice (corresponding to the sample quotation) that includes a detailed break-out of all costs, (e.g., applicable ASRS fees, applicable taxes [each cost individually listed]), to be charged to the member for the leased employee. Provide samples, as applicable to your offer, for an annual salaried leased employee, and annual hourly leased employee, and a temporary hourly employee. Sample quotations shall include the applicable service rate to be charged, and how, and from where, the amount the service rate is calculated.
    Samples follow

14. Provide the methodology (check boxes below), and a full and complete description as to how your pricing will be managed under an awarded contract.

Choose one of the three options below:

☒ Our pricing methodology is a variable service rate (a percent applied to the hourly rate or annual salary of the temporary employment or recruitment service).

☐ Our pricing methodology is a fixed service rate.

☐ Our pricing methodology is the hourly/daily/annual wage for the temporary employee, which includes fees for service.

☐ A combination of the above (check applicable methodologies).

Provide a description as to how your pricing will be managed under an awarded contract. Include information regarding how the minimum wage laws may affect your contract pricing. Additionally, include information regarding any annual adjustments to temporary employees with stated hourly/daily/annual wages. If you are using fixed pricing (fixed service rate), outline any contingencies for economic adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your proposal are appropriate under an awarded contract. (See **Basis for Pricing** in the Special Terms and Conditions.)

ESI Response:

Pricing is a flat percentage of total wages paid per employee. ESI is responsible for paying all payroll liabilities (ex: FICA, FUTA, SUTA, Workers' Compensation). Members will not be billed for this. Historically, since 1999, ESI has billed clients for payroll liabilities in addition to our administration fee, however this is unique to Arizona. Nationally, the standard is to bundle payroll liabilities with the administration fee. We are now simplifying our structure for members and aligning with the national standard, ultimately ensuring our pricing is uniform across all purchasing cooperatives.

Note: See **Best and Final Offer** For Further Details

In our currently expiring MESC contract (17A-ESI-0518), our pricing has our administration fee and payroll liabilities as separately billed items, all paid by the member. For this RFP (21N-1215), our fees of 17% (ASRS Retirees, excluding substitutes) and 25% (Substitutes, certified and classified) reflects the combination of our current administration fee and all estimated and known payroll liabilities for 2022-2023. ***Total member cost is substantially unchanged year-over-year.***

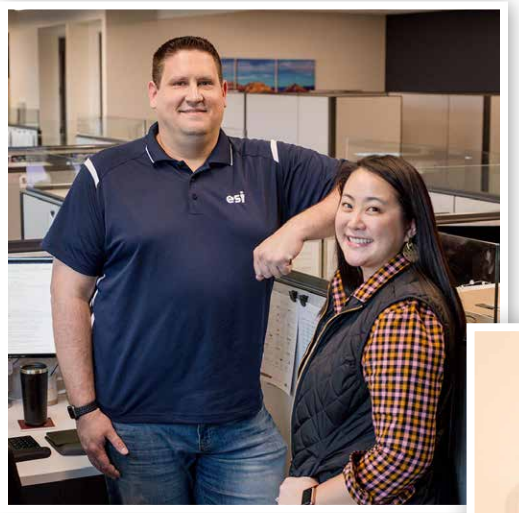
Any customary increases mid-contract year in payroll liabilities will be at ESI's risk, to avoid mid-year contract adjustments for members or leased employees. If a full-year net impact of changes to payroll liabilities creates significant financial impact to the cost of the services, ESI will carefully follow MESC procedures to request a price adjustment for the following year.

In the unlikely event of a historically significant change or addition to payroll liabilities at the national or state level due to new legislation or the like, ESI may request special relief from MESC in the form of a mid-year change. ESI will work closely with members and MESC to align with whatever new law is enacted.

With regards to minimum wage increases, all members are required to pay wages in compliance with all wage laws. ESI monitors this closely and informs members of upcoming changes. For example, last month we worked with members to inform them the day Arizona released the new minimum wage so they could work with their Boards to adjust substitute daily rates and classified hourly rates to be in compliance for 2022.

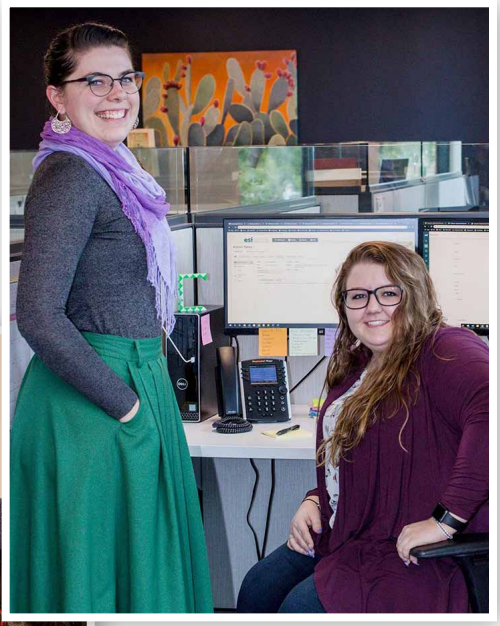
a. Account Team Structure

ESI is comprised of a group of approximately 30 dedicated corporate employees focused on supporting our leased and temporary employees, clients, as well as ancillary organizations critical to our clients like Mohave. The following is a diagram of our structure and organization chart. Highlighted ESI employees are those with direct Mohave responsibility.

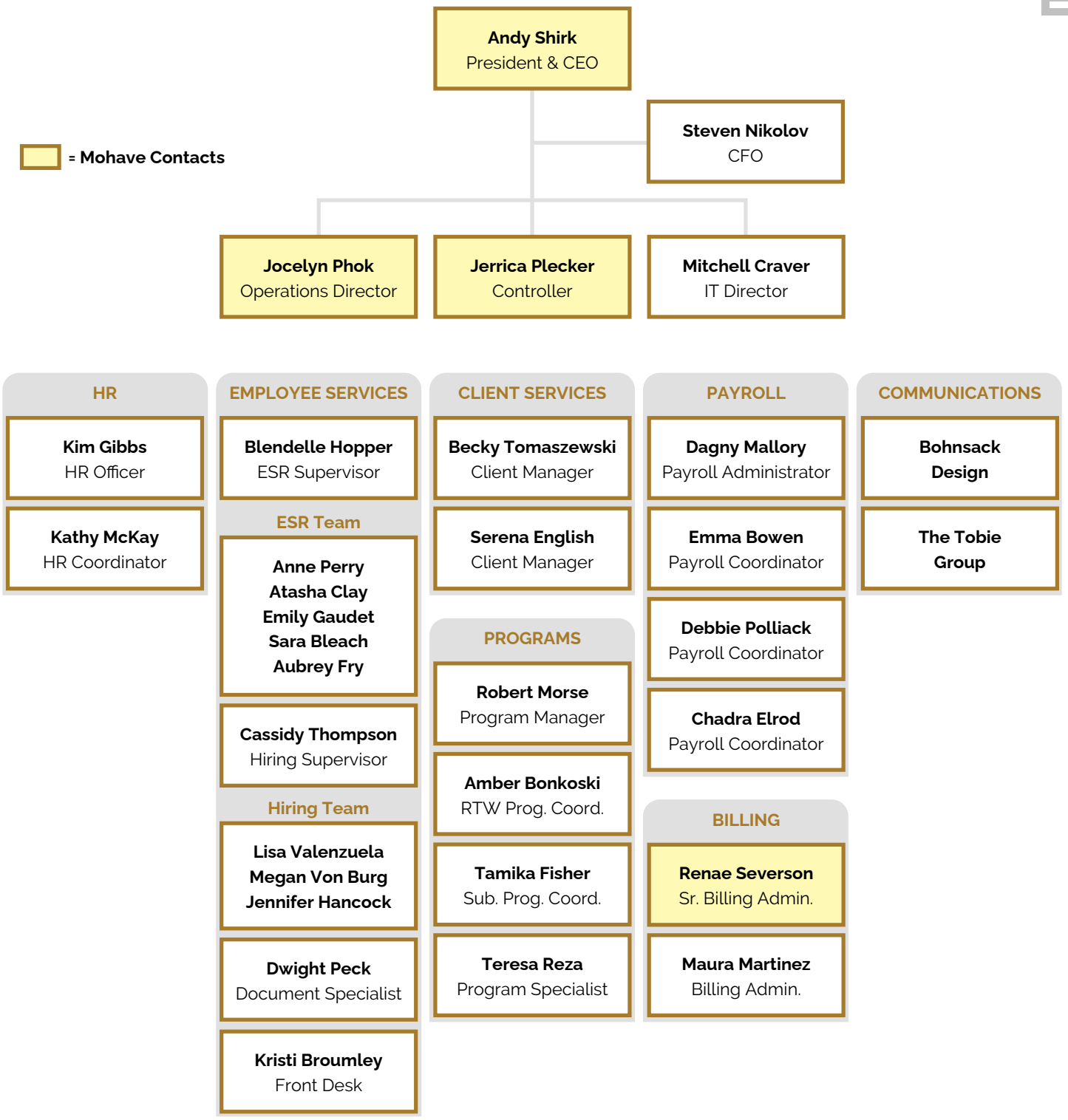


Mitchell Craver, *IT Director*
Jocelyn Phok, *Operations Director*

Kim Gibbs, *HR Officer*



Emma Bowen, *Payroll Coord.*
Cassidy Thompson, *Hiring Sup.*



b. Communication Process with Mohave and Members

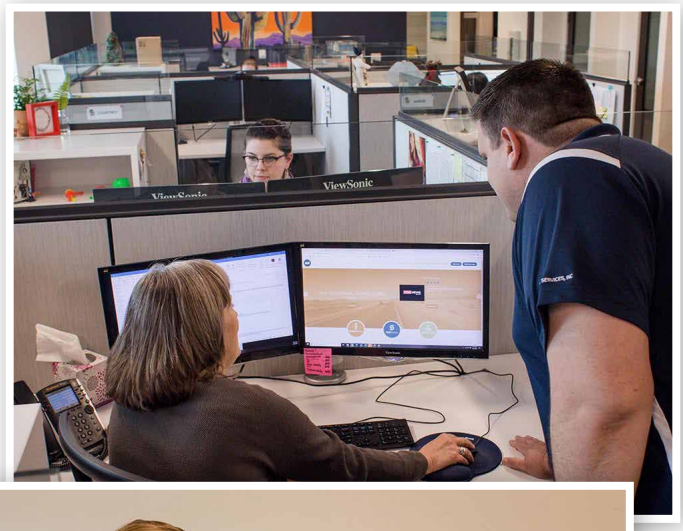
Because we are one of Mohave's incumbent contract vendors with decades of experience in the industry, ESI is uniquely experienced in compliance and cooperation with Mohave and its Members. Connectedness is a cornerstone of ESI's service. Mohave and its Members have full access to every level of our organization. Each of us proactively communicate and enthusiastically welcome questions. Our general contact information is always readily available on our website: educationalservicesinc.com

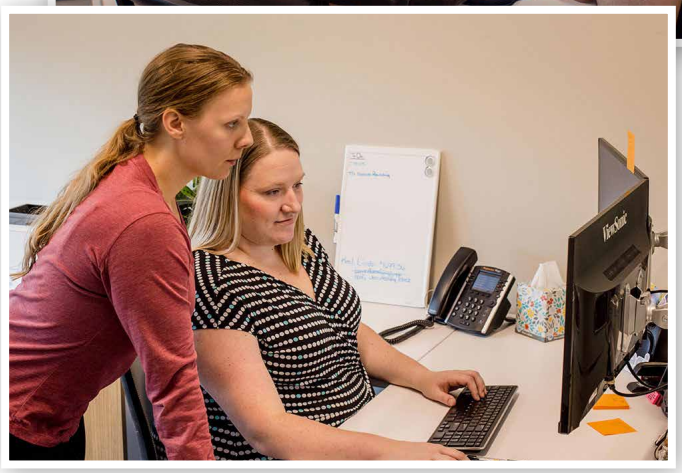
c. Standard Delivery Time

Our standard delivery time is variable based on the service required, however the common factor is our sense of urgency. Whether providing critical employees during a time of need, engaging with our leased and temporary employees, or handling questions from Mohave, responsiveness is at the core of our service delivery ethos.

d. Contract Vendor Training of Staff Assigned to Administer Mohave Contract

As ESI has grown with Arizona over the last twenty years, so has our corporate support team. Since our acquisition of SmartSchoolsPlus in 2020, we have now reached a scale where we can have redundancy in key positions, especially those in areas requiring expertise in contract compliance. While we are delighted to have excellent employee retention, whenever there is turnover, we have improved our onboarding processes to ensure a seamless handoff of hard-earned wisdom in reporting and administration.





Jerrica Plecker, *Controller &* Chadra Elrod, *Payroll Coord.*

e. Specific Value-Added Services for Members

Focused exclusively on Arizona, ESI is the originator of return-to-work leased employee services and the largest provider of substitute services. We have served nearly 200 school districts and public agencies, successfully ushered over 10,000 retirees through the return-to-work program since 1999 and actively employ over 6,000 substitutes each year.

The combination of local knowledge, broad reach, and long experience allows us to leverage valuable insights for Members. Substitutes and retiring education professionals deserve the utmost of respect and superlative care to honor their special contributions to our students.

Whether it's cutting-edge recruiting programs, innovative employee activation programs, or caring, personal service for leased employees, ESI is uniquely big enough to provide dependable service while still being a responsive, family business. This balance provides unmatched value enabling ESI to create tangible, positive impact in the form of stronger schools and public agencies for our fellow Arizona community members.

f. Not Selling Services not on Contract

Because we have worked hard to earn the trust of Members and Mohave, ESI takes compliance with rules seriously. This includes not selling services not on contract. We will continue to stay in strict compliance and look forward to building another 20 years as a trusted contract vendor.

g. Limitations to the Types of Members

There are no limits to the types of Members to whom we will provide services. We also understand the unique challenges of rural and urban Members, tailoring our services to meet these different needs. Our flexibility is a point of pride for ESI.

Sample Documents

esi EDUCATIONAL SERVICES, INC

Employee Cost Agreement (ECA)

Client	Demo ESD	Fiscal Year	2022/23
Consortium	Mohave - Contract No. 17A-ESI-0518	Employee	John Doe
Fee Schedule	RetireRehire 17%	Employee Type	Full-Time
Notes	PTO: 10 days, SICK: 5 days, Paid Holidays in line with district calendar		

Start Date	End Date	Position Type	Description	WC Code	Total Days	Hours (day/total)	Rate	Pay Amount	ESI Fee	Position Total	PO#
7/20/22	5/15/23	Salary	Math Teacher	8868	180.0	8.0	$ 64,048.20	$ 64,048.20	$ 10,888.19	**$ 74,936.39**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
								$ -	$ -	**$ -**	
							Employee totals:	**$ 64,048.20**	**$ 10,888.19**	**$ 74,936.39**	

Approved By: _____

Title: _____

Date: _____

Employee Total Cost: **$ 74,936.39**

Approved purchase order MUST accompany signed Employee Cost Agreement

Purchase order must pre-date the start date listed above

Sample Employee Cost Agreement

Educational Services, Inc.
Remit to:14614 N. Kierland Blvd., Suite N230
Attn: Billing Department
Scottsdale, AZ 85254

Invoice **029650**
Date **07/29/2022**

Demo ESD
12345 Center St.
Phoenix, AZ 12345

Phone	480-719-3236
Fax	480-535-9118
Email	billing@esiaz.us
Web	https://educationalservicesinc.
Pay Period Ending	07/20/2022
Control Number	000104-202138

Gross Wages	10,501.89
ESI Fee	1,785.33
TOTAL RTW - Return to Work	**12,287.22**

Sample ASRS Retiree "ESI RetireRehire" Invoice

esi Educational Services. Inc.
Retain Experience. Reward Excellence.

Pay Day: **7/29/22**

Invoice #	Client	Employee Name	Employee ID	W/C Code	Position	Pay Code	PO #	ESI Fee	**Billable Gross Wages**	**ESI Admin Fee Amt**	**Total**
29650	Demo ESD	DOE JOHN	A12345	8868	Math Teacher	REG	12345678	17.00%	**$3,202.41**	**$544.41**	**$3,746.82**
29650	Demo ESD	DOE JANE	B23456	8868	Administrative Assistant	REG	12345678	17.00%	**$1,438.40**	**$244.53**	**$1,682.93**
29650	Demo ESD	SMITH JOHN	C34567	8868	Science Teacher	REG	12345678	17.00%	**$2,966.09**	**$504.24**	**$3,470.33**
29650	Demo ESD	SMITH JANE	D45678	8868	English Teacher	REG	12345678	17.00%	**$2,894.99**	**$492.15**	**$3,387.14**

Total									**$10,501.89**	**$1,785.33**	**$12,287.22**

Sample ASRS Retiree "ESI RetireRehire" Invoice Backup Detail

esi Educational Services, Inc.
Retain Experience. Reward Excellence.

SSN	Employer Number	First Name	Last Name	Gross Pay Amount	Employer Alternate Contribution Amount	Reporting Unit Number	RTW Employee Type	Pay Period Ending	Retiree Return to Work Date	Retiree Termination Date
111-11-1111	Demo ESD	John	Doe	3202.41	326.97		L	7/29/22	07/22/2021	
222-22-2222	Demo ESD	Jane	Doe	1438.40	146.86		L	7/29/22	07/01/2021	
333-33-3333	Demo ESD	John	Smith	2966.09	302.84		L	7/29/22	07/01/2019	
444-44-4444	Demo ESD	Jane	Smith	2894.99	295.58		L	7/29/22	08/01/2018	

Sample ASRS Retiree "RetireRehire" ACR Report

(provided as a service to Members to assist ASRS ACR Payments)

Educational Services, Inc.
Remit to:14614 N. Kierland Blvd., Suite N230
Attn: Billing Department
Scottsdale, AZ 85254

Invoice **029650**
Date **7/29/2022**

Demo ESD
12345 Center St.
Phoenix, AZ 12345

Phone	480-719-3236
Fax	480-535-9118
Email	billing@esiaz.us
Web	https://educationalservicesinc.
Pay Period Ending	7/20/2022
Control Number	000104-202138

Gross Wages	4,820.00
ESI Fee	1,205.00
TOTAL SUB - Substitutes	**6,025.00**

Sample Substitute "ESI SubSource" Invoice

Educational Services. Inc.
Retain Experience. Reward Excellence.

Pay Day: **7/29/22**

Invoice #	Client	Employee Name	Employee ID	W/C Code	Position Type	Position	PO #	ESI Fee Rate	Reg Rate	Reg Hours/Days	Billable Gross Wages	ESI Admin Fee Amt	Total
29650	Demo ESD	DOE JOHN	A12345	8868	CERTIFIED	Teacher 3	12345678	25.00%	$200.00	10	**$2,000.00**	**$500.00**	**$2,500.00**
29650	Demo ESD	DOE JANE	B12345	8868	CERTIFIED	7 Social Studies	12345678	25.00%	$180.00	2	**$360.00**	**$90.00**	**$450.00**
29650	Demo ESD	DOE JANE	B12345	8868	CERTIFIED	7/8 Language Arts	12345678	25.00%	$180.00	1	**$180.00**	**$45.00**	**$225.00**
29650	Demo ESD	DOE JANE	B12345	8868	CERTIFIED	Teacher 1	12345678	25.00%	$180.00	2	**$360.00**	**$90.00**	**$450.00**
29650	Demo ESD	DOE JANE	B12345	8868	CERTIFIED	Teacher 4	12345678	25.00%	$180.00	3	**$540.00**	**$135.00**	**$675.00**
29650	Demo ESD	DOE JANE	B12345	8868	CERTIFIED	Teacher 7 (Science)	12345678	25.00%	$180.00	1	**$180.00**	**$45.00**	**$225.00**
29650	Demo ESD	SMITH JOHN	C12345	8868	CERTIFIED	Teacher 1	12345678	25.00%	$100.00	1	**$100.00**	**$25.00**	**$125.00**
29650	Demo ESD	SMITH JANE	D12345	8868	CERTIFIED	Teacher Art	12345678	25.00%	$120.00	0.5	**$60.00**	**$15.00**	**$75.00**
29650	Demo ESD	SAMPLE JOHN	E12345	8868	CERTIFIED	Teacher 1	12345678	25.00%	$100.00	1	**$100.00**	**$25.00**	**$125.00**
29650	Demo ESD	SAMPLE JOHN	E12345	8868	CERTIFIED	Teacher 7/8 SOCIAL STUDIES	12345678	25.00%	$120.00	1	**$120.00**	**$30.00**	**$150.00**
29650	Demo ESD	SAMPLE JANE	F12345	8868	CERTIFIED	8 Science	12345678	25.00%	$100.00	1	**$100.00**	**$25.00**	**$125.00**
29650	Demo ESD	SAMPLE JANE	F12345	8868	CERTIFIED	Teacher 1	12345678	25.00%	$100.00	0.5	**$50.00**	**$12.50**	**$62.50**
29650	Demo ESD	SAMPLE JANE	F12345	8868	CERTIFIED	Teacher 2	12345678	25.00%	$100.00	0.5	**$50.00**	**$12.50**	**$62.50**
29650	Demo ESD	SAMPLE JANE	F12345	8868	CERTIFIED	Teacher 3	12345678	25.00%	$100.00	1	**$100.00**	**$25.00**	**$125.00**
29650	Demo ESD	SAMPLE JANE	F12345	8868	CERTIFIED	Teacher 4	12345678	25.00%	$100.00	2.5	**$250.00**	**$62.50**	**$312.50**
29650	Demo ESD	SAMPLE JANE	F12345	8868	CERTIFIED	Teacher 6 (Math)	12345678	25.00%	$120.00	1	**$120.00**	**$30.00**	**$150.00**
29650	Demo ESD	SAMPLE JANE	F12345	8868	CERTIFIED	Teacher 5	12345678	25.00%	$100.00	1.5	**$150.00**	**$37.50**	**$187.50**

Total											**$4,820.00**	**$1,205.00**	**$6,025.00**

Sample Substitute "ESI SubSource" Invoice Backup Detail

Tab 2b:
Qualification and Experience

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b & 2d – As Noted Below)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the services in this solicitation as follows:

    a) A short narrative description of what you are offering for this contract.
    b) A *brief* history of your company that includes length of time in business, how long your company has provided the services you are proposing, and your firm's philosophy of doing business.
    c) Provide written verification if offeror has recently purchased an established business or has proof of prior success in this business or a closely related business.
    d) Provide information regarding your authorization to submit a proposal for the specified services and confirm that you can provide the services if awarded a contract.

2. **Place after Tab 2b:** Provide a current, completed copy of your firm's IRS W-9.

3. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving services your firm has provided within the last five (5) years.

4. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations.

    NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure small and minority owned businesses are awarded contracts, as funding sources of our members vary.

5. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully provided services in the past five (5) years, for specific services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm: **https://www.surveymonkey.com/r/J6CQK9H**

    The above survey is now active, and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

    If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

    Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to:

Chandler Unified School District	Sahuarita Unified School District
Dysart Unified School District	Lake Havasu Unified School District
Phoenix Elementary School District	Yuma Union High School District

Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b & 2d – As Noted Below)

6. **Place after Tab 2b:** List three (3) temporary employment and/or recruitment services that have had problems. Describe the problem and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed. This information is used to evaluate your resolution to the issue(s), not to identify problematic vendors.

Number	Name of Public Agency	Year of the Project	Contact Name	Phone Number
1	Pendergast Elementary School District	2021	Laura Stockmar	(623) 772-2231
Description of project #1, and what dispositions or solutions were used to benefit the customer.				
Pendergast Elementary School District needed to update the internal substitute identifier field in their Frontline absence management system as it contained sensitive information that no longer needed to be housed in that system and could potentially lead to a cyber security risk if not resolved. ESI provided an audit of how many records were affected, exported the information out of the system, and replaced it by updating the records with non-sensitive, unique identification numbers for every ESI employee. This removal of sensitive information on the internal records resulted in a seamless update with no disruption to service.				
2	Chandler Unified School District	2021	Kathleen Jett	(480) 812-7623
Description of project #2, and what dispositions or solutions were used to benefit the customer.				
Chandler Unified School District personnel contacted ESI to inform us that an ESI employee was not listed on the Alternate Contribution Rate (ACR) report that ESI provided to the district. Our payroll team discovered that the employee was not listed on the ACR report because the employee was not paid during that pay period. Upon further research, the employee had not submitted a timesheet for the pay period. The payroll team contacted the employee regarding the missing timesheet, and the employee was instructed to submit their timesheet for the missed pay period with the next payroll. ESI notified the district of the findings and informed the district that this employee would be included in the next ACR report. ESI securely provides ACR reporting for our clients in the exact format that must be uploaded to the ASRS site. If discrepancies are discovered, ESI works closely with the client to determine the cause and swiftly works to resolve any issues within our control.				
3	Catalina Foothills Unified School District	2020	Austin Nost	(520) 209-7534
Description of project #3, and what dispositions or solutions were used to benefit the customer.				
An ESI substitute that was placed in the Catalina Foothills Unified School District had been coached on face mask expectations while working in the district during the pandemic. The individual refused to comply with the district's masking policy. On the final request to adhere to the policy and wear a face mask while in the classroom, the individual raised his voice in front of students and staff, engaging in an angry exchange. ESI partnered with the district to provide coaching, and ultimately, our HR Officer contacted the substitute to inform him that he was being terminated due to his insubordination with regards to the district's mask policy, after being given several opportunities to comply. This individual was terminated from ESI, removed from the ESI substitute roster, and inactivated in the Frontline absence management system so that no further substitute jobs could be taken.				

7. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

a. What ESI is Offering for this Contract

We offer two distinct services – RetireRehire and SubSource. Both programs are critical for Members given their serious staffing shortages.

Our RetireRehire program facilitates the transition of retiring ASRS members, allowing them to collect their full pension while continuing in their current position as a leased employee for a percentage of their current salary. This helps the retiring member maximize their earning at a critical point in their career and it helps the employer retain a valuable, experienced employee while creating cost savings.

ESI's SubSource program provides substitute certified and classified staff for schools. The focus of this program is to effectively recruit new substitutes and activate existing substitutes. We partner closely with the Member districts to apply our expertise in ways to maximize fill rates. We seek to elevate the substitute profession, providing extensive professional development opportunities and personal service to these important education professionals. We treat our entire team like family. ESI substitutes feel doubly supported by the Member school district and ESI.

ESI specializes in providing temporary and long-term contracted employees where ESI serves as the employer of record. We service all related billing and payroll functions through our systems and in-house staff. This ensures dependable pay for employees and transparent accounting for Members. A unique benefit of our integrated billing and payroll software is exceptional accuracy - every dollar billed ties out to every dollar paid.

b. Brief History of ESI

ESI was founded in Cottonwood in 1999 by three educators. In the 22 years since, ESI has grown to include substitute staffing. With robust systems, processes, benefits, and most importantly, a friendly staff, ESI is Arizona's premier education and public agency staffing company.

We have a diverse corporate team, but we all share a love of education. In fact, most of ESI's staff have a background in education. A common thread tying us together is our belief that work should have a higher purpose. For us, it is being of service as embodied in our mission:

With integrity and heart, we support and serve those who educate and serve our community.

ESI continues as a family business, dedicated to serving our Arizona neighbors with kindness. We strongly support LocalFirst Arizona and Conscious Capitalism, helping "business be a force for good".

One example of this was our Gratitude in Action program this November. Our employees each selected a non-profit close to their heart to receive a donation from ESI. We impacted over two dozen different organizations - single mothers in crisis get support, abandoned pets find homes, and children are provided with diverse educational experiences. This was one way for us to express our gratitude for the wonderful people we are honored to serve every day, who give us vital purpose to our work.

c. Verification of Recently Purchased Business

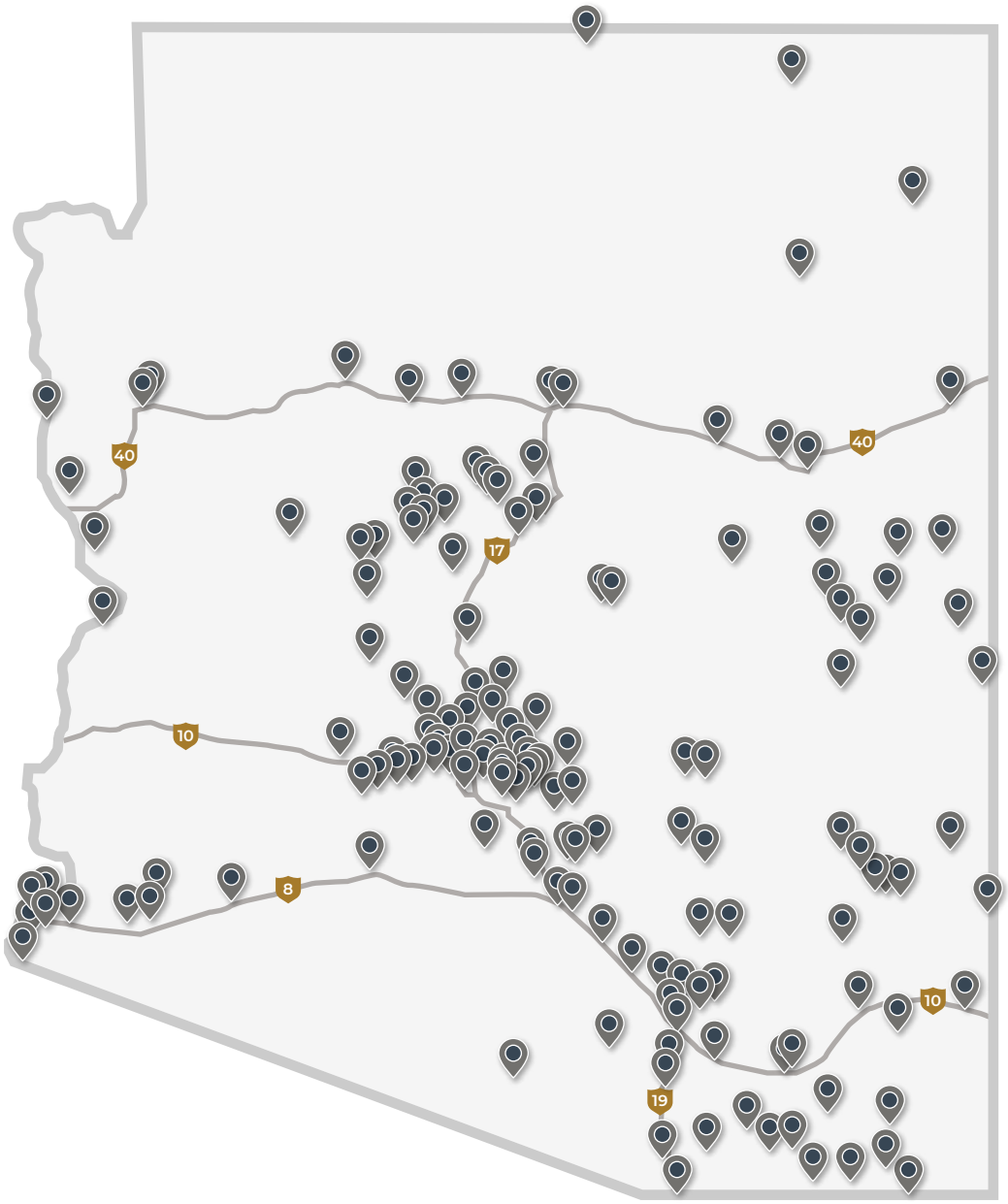
In 2020, ESI closed the acquisition of SmartSchoolsPlus. We have included the Mohave transfer records to verify this purchase.

d. Authorization to Submit Proposal and Confirmation of Ability to Provide Service

ESI is authorized to submit this proposal. We have a long history of outstanding service and look forward to continuing this service to both Mohave and its Members.

Who We Work With

Educational Services currently works with nearly 150 public school districts and government agencies throughout Arizona. While we effectively consult for all our clients spread across all 15 counties of Arizona, our corporate office is conveniently located in Scottsdale, Arizona.



Who We Work With: 2021-2022

- Agua Fria UHSD
- Alhambra ESD
- Amphitheater SD
- Antelope UHSD
- Apache Junction USD
- Arizona Western College
- Ash Fork Joint USD
- Avondale ESD
- AZ Supreme Court
- Baboquivari USD
- Bagdad USD
- Blue Ridge USD
- Bonita ESD
- Buckeye ESD
- Buckeye UHSD
- Bullhead City ESD
- Camp Verde USD
- Canon ESD
- Cartwright ESD
- Casa Grande ESD
- Casa Grande UHSD
- Catalina Foothills USD
- Cave Creek USD
- Chandler CARE Center
- Chandler Education Foundation
- Chandler USD
- Chinle USD
- Chino Valley USD
- City of Douglas
- City of Eloy
- City of Flagstaff
- City of Sierra Vista
- City of Tolleson
- Clarkdale-Jerome SD
- Cochise Technology District
- Coconino Community College
- Concho ESD
- Continental ESD
- Coolidge USD
- Cottonwood-Oak Creek SD
- Crane ESD
- Creighton SD
- Deer Valley Education Foundation
- Deer Valley USD
- Destiny Charter Schools
- Dysart USD
- Eastern Arizona College
- Educational Services, Inc.
- Eloy ESD
- Flagstaff USD
- Florence USD
- Fort Huachuca ASD
- Fountain Hills USD
- Fowler ESD
- Gadsden ESD
- Gila Bend USD
- Gilbert USD
- Glendale ESD
- Glendale UHSD
- Grand Canyon USD
- Heber-Overgaard USD
- Higley USD
- Holbrook USD
- Humboldt USD
- Hyder SD
- Isaac ESD
- J.O. Combs USD
- Joseph City USD
- Kingman USD
- Lake Havasu USD
- Litchfield ESD
- Littleton ESD
- Madison ESD
- Marana USD
- Maricopa County Regional School District
- Maricopa USD
- Mayer USD
- Mesa Public Schools
- Mingus UHSD
- Mohave County
- Mohave Valley ESD
- Mohawk Valley ESD
- Morenci USD
- Mountain Institute JTED
- Northland Preparatory Academy
- Osborn SD
- Palo Verde ESD
- Palominas ESD
- Paradise Valley USD
- Parker USD
- Payson USD
- Pendergast ESD
- Peoria USD
- Phoenix ESD
- Phoenix UHSD
- Pima USD
- Pinal County Schools
- Prescott USD
- Queen Creek USD
- Ray USD
- Round Valley USD
- Saddle Mountain USD
- Safford USD
- Sahuarita USD
- San Carlos USD
- San Simon USD
- Sanders USD
- Santa Cruz Valley UHSD No. 840
- Santa Cruz Valley USD No. 35
- Scottsdale USD
- Sedona Charter School
- Sedona-Oak Creek USD
- Seligman USD
- Show Low USD
- Sierra Vista USD
- Skull Valley ESD
- Snowflake USD
- Somerton ESD
- St. Johns USD
- Stanfield ESD
- Sunnyside USD
- Tanque Verde USD
- Tempe ESD
- Tempe UHSD
- Thatcher USD
- Tolleson ESD
- Toltec ESD
- Town of Sahuarita
- Tucson USD
- Vail SD
- Valley Schools Management Group
- Vernon ESD
- Washington ESD
- Whiteriver USD
- Willcox USD
- Wilson ESD
- Winslow USD
- Yavapai Accommodation SD
- Yavapai Juvenile Detention School
- Yuma ESD
- Yuma UHSD

MOHAVE
COOPERATIVE

Mohave Contract Transfer Request

To Mohave Educational Services Cooperative, Inc.:

Contract #: **17A-SWP-0518**

The undersigned hereby agrees to furnish material and services in compliance with all terms, conditions, specifications, amendments and pricing as per the contract listed above. Signature certifies understanding and compliance with all requirements of the contract and that no other terms and conditions of the contract are changed.

New Company Name _____Educational Services, Inc._____

Address___14614 N. Kierland Blvd. Suite N230__City ___Scottsdale_____ State __AZ____ ZIP ___85254__

Authorized Signature _____ Title__President_____

Printed Name__Philip Tavasci_____Phone _(480) 900-6129_____

Toll Free Number___(844) 614-7784_____FAX __(480) 535-9118_____

Acceptance of Contract Transfer - (Mohave Only)

Contract is hereby transferred:

As Contract Vendor, you are now bound to sell materials and/or services awarded in the original contract including all terms, conditions, specifications, amendments, prices, etc.

Transferred this 17th day of March 2020. ~~And/or for the term of _____ through _____~~ asm.

Do not commence any billable work or provide any material or service under this contract, unless and until, Contract Vendor receives a purchase order from the member with Mohave's review noted.

Administrator
Mohave Educational Services Cooperative, Inc.

Affidavit Signature Page for Contract Transfer

New Company Name Educational Services, Incorporated

Company Purchased smartschoolsplus DBA smartworksplus Mohave
Contract Number 17A-SWP-0518

After contract is transferred, the new Contract Vendor will provide the equipment, commodities, and/or services to Members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, pricing and other documents of the contract listed above.

I, Philip Tavasci the undersigned President
(Signer's Name) (Office Held)
of the above named company being duly sworn and under oath, say and affirm this 12th day of March, 2020, that I hold the aforementioned Office in the company listed above and I affirm the following:

AFFIDAVIT I

This is to certify that the new Contract Vendor or any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

I FURTHER DECLARE AND AFFIRM that neither I, nor to the best of my knowledge, information and belief, the above company, nor any officer, director, partner, member or associate of that company, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any political subdivision of the State has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 2085.

AFFIDAVIT III

This is to certify that the new Contract Vendor or a person on his behalf has examined and understands the terms, conditions, scope of work and specifications and other documents of the above numbered contract.

P. Tavasci
(Signature)

Subscribed and sworn to before me, a Notary Public of the State of Arizona, County or

City of Phoenix, this year and date first above written.

Kim Gibbs
NOTARY PUBLIC

KIM GIBBS
Notary Public - Arizona
Maricopa County
Commission # 553085
My Comm. Expires Oct 31, 2022

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EDUCATIONAL SERVICES, INC.

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

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

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

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

14614 N KIERLAND BLVD, STE 230

Requester's name and address (optional)

6 City, state, and ZIP code

SCOTTSDALE, AZ 85254

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	6	–	0	9	5	0	5	1	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** P. Ragussi **Date ▶** 2/13/2020

General Instructions

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

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

Purpose of Form

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

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

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

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

Past Litigation

ESI has no past or pending litigation for the prior five (5) years.

Small or Minority Owned Business

ESI does not qualify as a small or minority owned business.

#1

COMPLETE

Collector:	RFP 21N-1215 Collector (Web Link)
Started:	Thursday, December 02, 2021 2:45:30 PM
Last Modified:	Thursday, December 02, 2021 2:51:57 PM
Time Spent:	00:06:26
IP Address:	68.225.132.236

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Dr. John Croteau**
Agency or Company	**Dysart Unified School District**
Position	**Assistant Superintendent**
Email Address	**john.croteau@dysart.org**
Phone Number	**6238767005**

Q2

The vendor that you are providing vendor performance information for:

Company	**Educational Services, Inc.**
Address	**14614 N. Kierland Blvd Ste N230**
City/Town	**Scottsdale**
State/Province	**AZ**
ZIP/Postal Code	**85254**

Q3

The ability to deliver provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label) **10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label) **10 - Very Satisfied**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **10 - Very Satisfied**

Q9 **Yes**

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10 **Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

ESI is an excellent company that is very responsive to our needs as a school district.

#2

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Thursday, December 02, 2021 3:28:13 PM
Last Modified: Thursday, December 02, 2021 3:31:04 PM
Time Spent: 00:02:51
IP Address: 47.216.46.133

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Lindsay Bitterman**
Agency or Company	**LHUSD#1**
Position	**Director of HR**
Email Address	**lindsay.bitterman@lhusd.org**
Phone Number	**928 505 6900**

Q2

The vendor that you are providing vendor performance information for:

Company	**Educational Services, Inc**
Address	**14614 N. Kierland Blvd. Suite N230**
City/Town	**Scottsdale**
State/Province	**AZ**
ZIP/Postal Code	**85254**

Q3

The ability to deliver provide services per your expectations:

(no label)	**9**

Q4

The overall quality of services provided by the firm:

(no label)	**8**

Q5

The ability of the firm to interact with your staff members:

(no label)	**10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label)	**9**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)	**10 - Very Satisfied**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)	**10 - Very Satisfied**

Q9

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Yes

Q10

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Respondent skipped this question

Q11

Do you have any other comments, questions, or concerns?

ESI has been an excellent option for our district in contracting substitutes for our certified and classified openings. We also use their Retire Rehire program with great success. I greatly appreciate that they manage this smaller pool of our temporary staffing needs.

#3

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Monday, December 06, 2021 11:54:09 AM
Last Modified: Monday, December 06, 2021 11:56:45 AM
Time Spent: 00:02:36
IP Address: 184.177.12.154

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Abby Druck**
Agency or Company	**Chandler Unified School District**
Position	**Director of Human Resources**
Email Address	**druck.abby@cusd80.com**
Phone Number	**4808127634**

Q2

The vendor that you are providing vendor performance information for:

Company	**Educational Services, Inc.**
Address	**14614 N. Kierland Blvd. Suite N230**
City/Town	**Scottsdale**
State/Province	**AZ**
ZIP/Postal Code	**85254**

Q3

The ability to deliver provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label) **10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label) **10 - Very Satisfied**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **10 - Very Satisfied**

Q9 **Yes**

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10 **Respondent skipped this question**

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Q11

Do you have any other comments, questions, or concerns?

The service that ESI provides is excellent - they are responsive, proactive, collaborative, and professional. They have been a great partner for providing substitute services.

#4

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Monday, December 06, 2021 3:20:39 PM
Last Modified: Monday, December 06, 2021 3:22:27 PM
Time Spent: 00:01:48
IP Address: 66.210.6.2

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Scott Downs**
Agency or Company	**Sahuarita USD**
Position	**Asst. Superintendent**
Email Address	**sdowns@sahuarita.net**
Phone Number	**520-625-3502 ext 1008**

Q2

The vendor that you are providing vendor performance information for:

Company	**Educational Services Inc (ESI)**
Address	**14614 N Kierland Blvd n230**
City/Town	**Scottsdale**
State/Province	**AZ**
ZIP/Postal Code	**85254**

Q3

The ability to deliver provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label)	**10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label)	**10 - Very Satisfied**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)	**10 - Very Satisfied**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)	**10 - Very Satisfied**

Q9 Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?	**Yes**
Q10 If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.	**Respondent skipped this question**
Q11 Do you have any other comments, questions, or concerns?	**Respondent skipped this question**

#5

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Monday, December 06, 2021 4:40:22 PM
Last Modified: Monday, December 06, 2021 4:43:40 PM
Time Spent: 00:03:18
IP Address: 23.130.48.5

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Brenda Sattley**
Agency or Company	**Yuma Union High School District #70**
Position	**Interim HR Director**
Email Address	**bsattley@yumaunion.org**
Phone Number	**9285024700**

Q2

The vendor that you are providing vendor performance information for:

Company	**Educational Service Inc.**
Address	**14614 N. Kierland Blvd. Suite N230**
City/Town	**Scottsdale**
State/Province	**AZ**
ZIP/Postal Code	**85254**

Q3

The ability to deliver provide services per your expectations:

(no label)	**9**

Q4

The overall quality of services provided by the firm:

(no label)	**9**

Q5

The ability of the firm to interact with your staff members:

(no label)	**9**

Q6

The close out process (invoicing, no unexpected fees):

(no label)	**9**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label)	**9**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label)	**9**

Q9 Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?	**Yes**

Q10 If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.	**Respondent skipped this question**

Q11 Do you have any other comments, questions, or concerns?	**Respondent skipped this question**

#9

COMPLETE

Collector: RFP 21N-1215 Collector (Web Link)
Started: Thursday, December 09, 2021 7:05:06 PM
Last Modified: Thursday, December 09, 2021 7:06:40 PM
Time Spent: 00:01:34
IP Address: 70.167.108.150

Page 1: Mohave Educational Services Cooperative, Inc. Solicitation Reference Collection Survey

Q1

Your Contact Information:

Name	**Victor Diaz**
Agency or Company	**Phoenix Elementary School District #1**
Position	**Director of Human Resources**
Email Address	**victor.diaz@phxschools.org**
Phone Number	**6022063387**

Q2

The vendor that you are providing vendor performance information for:

Company	**Education Services, Inc.**

Q3

The ability to deliver provide services per your expectations:

(no label)	**10 - Very Satisfied**

Q4

The overall quality of services provided by the firm:

(no label)	**10 - Very Satisfied**

Q5

The ability of the firm to interact with your staff members:

(no label)	**10 - Very Satisfied**

Q6

The close out process (invoicing, no unexpected fees):

(no label) **10 - Very Satisfied**

Q7

The ability of the firm to follow your rules, regulations and requirements:

(no label) **10 - Very Satisfied**

Q8

Your overall satisfaction based on performance (comfort in using this firm again in the future):

(no label) **10 - Very Satisfied**

Q9 **No**

Is the survey information you have provided related to Temporary Employment and Recruiting Services provided in this solicitation?

Q10

If you answered no to the previous question, please provide a description of the types of services that were provided by the firm you are providing a reference for.

Contracted employment services for substitute teachers as well as people who participate in a phased retirement.

Q11 **Respondent skipped this question**

Do you have any other comments, questions, or concerns?

Tab 2c:
Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2021

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

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

PRODUCER
Lovitt & Touché A Marsh and McLennan Agency, LLC
1050 W Washington Street, Suite 233
Tempe AZ 85281

CONTACT NAME: Darcy Swaney
PHONE (A/C, No, Ext): 602-385-0513 **FAX (A/C, No):** 602-956-2258
E-MAIL ADDRESS: dswaney@lovitt-touche.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : CopperPoint General Insurance Company	13043
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED EDUCSER-C1
Educational Services, Inc.
14614 N. Kierland Blvd., Suite N230
Scottsdale AZ 85254

COVERAGES **CERTIFICATE NUMBER:** 1555816622 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2296746	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2296746	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			PHUB775954	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1002227	7/1/2021	7/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Coverage: Professional Liability - Claims Made Coverage Form
Carrier: Philadelphia Insurance Company
Effective: 7/1/21 - 7/1/22
Each Claim: $1,000,000
Aggregate: $2,000,000
Deductible Per Incident: $5,000
Retro Date: 8/10/1999
See Attached...

CERTIFICATE HOLDER

Mohave Educational Services Cooperative, Inc.
625 E. Beale St.
Kingman AZ 86401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jennifer Hundley

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AGENCY CUSTOMER ID: EDUCSER-C1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Lovitt & Touché A Marsh and McLennan Agency, LLC	NAMED INSURED Educational Services, Inc. 14614 N. Kierland Blvd., Suite N230 Scottsdale AZ 85254
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Prior & Pending Date: 8/10/2014

Coverage: Sexual Abuse & Molestation Liability - Occurrence Coverage Form
Carrier: Philadelphia Insurance Company
Effective: 7/1/21 - 7/1/22
Each Abusive Act: $1,000,000
Aggregate: $1,000,000

Certificate holder is Additional Insured with respects to General Liability, as required by written contract.

Re: Contract#: 17A-ESI-0518

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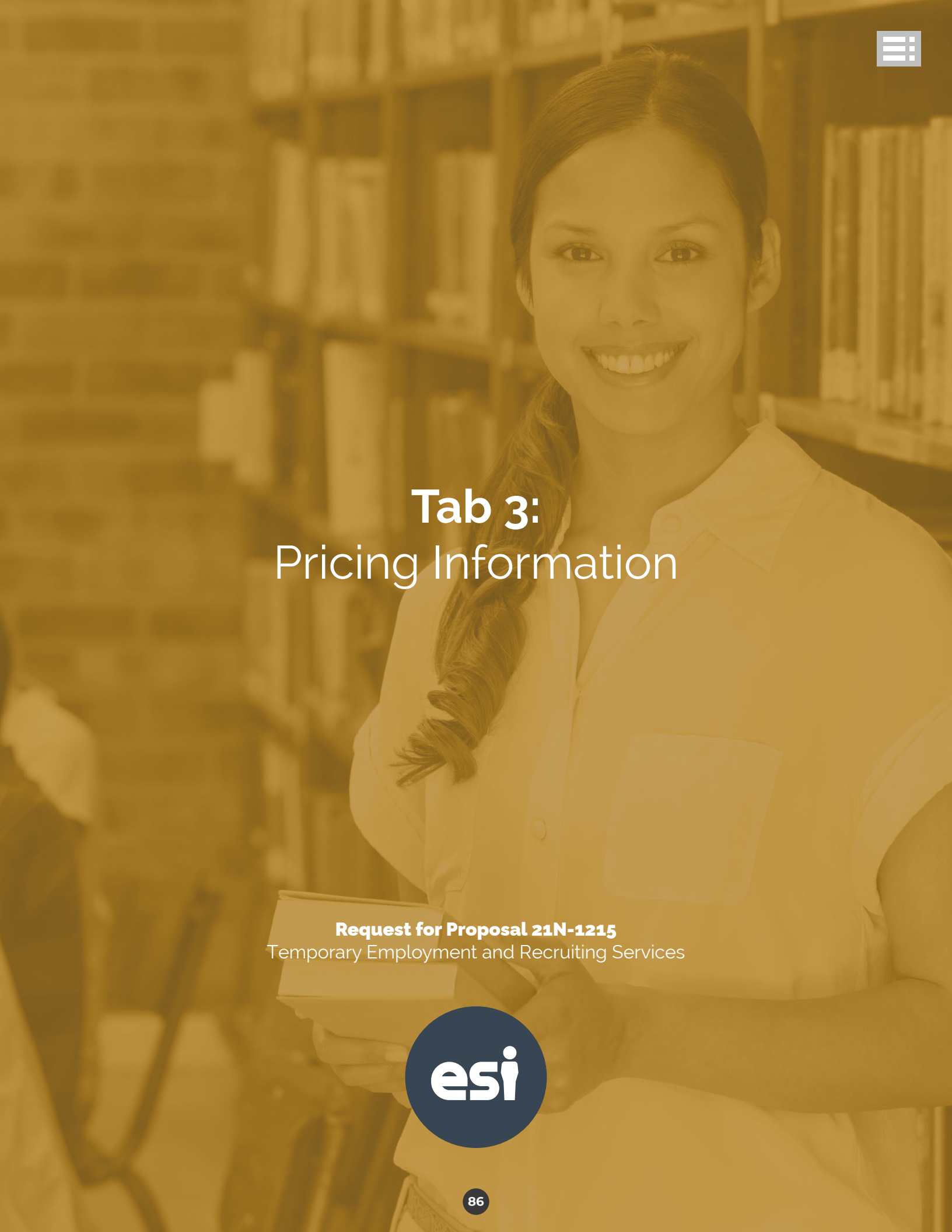
Tab 2d:
Financial Information

Note: **Confidential Financial Information**



Tab 3:
Pricing Information

Request for Proposal 21N-1215
Temporary Employment and Recruiting Services

Tab 4:
Supporting Contract Documents

Request for Proposal 21N-1215
Temporary Employment and Recruiting Services

Tab 4a:
Firm Information

Supporting Contract Documents
Firm Information, Order Processing,
and Individual Contact Information
(Place after Tab 4a)

1. Contact information for firm's headquarters:

   Physical Address 14614 N. Kierland Blvd. Suite N230, Scottsdale, AZ 85254

   Mail Address, if different _____

   Main Phone Number (480) 719-3271 or (844) 614-7784

   Website www.educationalservicesinc.com

2. Contact information for firm's Arizona branch office:

   Physical Address 14614 N. Kierland Blvd. Suite N230, Scottsdale, AZ 85254

   Mail Address, if different _____

   Main Phone Number (480) 719-3271 or (844) 614-7784

   Website, if different _____

   Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

   Physical Address 14614 N. Kierland Blvd. Suite N230, Scottsdale, AZ 85254

   Email Address purchaseorders@esiaz.us

   Attention of Billing Department

4. Payment remittance address 14614 N. Kierland Blvd. Suite N230, Scottsdale, AZ 85254

   Attn: Billing Department

   City Scottsdale State AZ Zip 85254

   Telephone (invoice questions) (480) 719-3271 ext. 116

5. Provide Arizona Transaction Privilege (sales) Tax License Number: _____

   Do you collect city, county and/or other local sales tax in Arizona? *Yes* ___ *No* *X*

   If yes, please check one:

   ☐ Our combined state, city, county and/or other local sales tax rate is ___% (local rate).

   ☐ The sales tax rate varies by the location (e.g., ship to rate). Provide additional information below:

   _____

   _____

   _____

6. Contacts for Mohave:

Main Mohave representative contact: Renae Severson
(*Shall be the main point of contact for members and be responsible for member information requests.)*

Title Sr. Billing Administrator Email address renae@esiaz.us

Phone number (480) 719-3236 Fax (480) 535-9118

Contract Administrator contact: Jocelyn Phok
(*Shall be the main point of contact for contract information requests.)*

Title Director of Operations Email address jocelyn@esiaz.us

Phone number (480) 719-3271 Fax (480) 535-9118

Accounting contact: Jerrica Plecker
(*Shall be the main point of contact for accounting issues.)*

Title Controller Email address jerrica@esiaz.us

Phone number (480) 719-3533 Fax (480) 535-9118

Open Order/Status Report contact: Renae Severson
(*Shall be the main point of contact regarding open orders and status reports.)*

Title Sr. Billing Administrator Email address renae@esiaz.us

Phone number (480) 719-3236 Fax (480) 535-9118

Audit contact: Jerrica Plecker
(*Shall be the main point of contact for audit requests and clarifications.)*

Title Controller Email address jerrica@esiaz.us

Phone number (480) 719-3533 Fax (480) 535-9118

Reconciliation contact: Renae Severson
(*Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)*

Title Sr. Billing Administrator Email address renae@esiaz.us

Phone number (480) 719-3236 Fax (480) 535-9118

Escalation contact: Andy Shirk
(*Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the RFP/contract.* ***This contact shall be a different individual than those named for the contacts listed above.****)*

Title President & CEO Email address andy@esiaz.us

Phone number (480) 719-8276 Fax (480) 535-9118

Tab 4b:
End-User Agreement

Supporting Contract Documents
Sample Supplemental or End User Agreement(s)
(Place after Tab 4b)

Will members be required to sign supplemental or end-user agreements (recruitment agreement, lease employee agreement, service agreement and any additional exhibits or amendments)? (See **3.1 Contract vendor documents** in the Special Terms and Conditions)

☒ Yes ☐ No

If yes, review/revise your agreement(s) for terms that conflict with the Mohave terms and conditions. Review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.** Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Employee Staffing Agreement

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona effective July 1, 2022 ("Effective Date"), by and between **[ENTER CLIENT NAME HERE]** ("Client"), and Educational Services, Inc., an Arizona corporation ("ESI").

RECITALS

A. ESI is a corporation in the business of providing employee staffing services.

B. Client is an entity within the State of Arizona and desires to obtain certain staffing services ("Services") from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement.

C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees ("Workers" pursuant to Section 2 below).

D. This Agreement shall not diminish, abolish, or remove any rights of Workers against the Client, or obligations of the Client to any Workers, if any, that existed before the Effective Date of this Agreement.

E. Client and ESI agree to be bound by the terms and conditions set forth in any applicable cooperative contract purchasing agreement.

F. Client is authorized to enter into this Agreement pursuant to A.R.S. § 15-502(A).

AGREEMENT

In consideration of the foregoing recitals, and mutual promises contained herein, Client and ESI agree as follows:

1. **RELATIONSHIP OF THE PARTIES**

ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client has the right to direct Workers only to the extent necessary to conduct the Client's business, and operations, and to comply with licensing and certification requirements that apply to the Client, or to any Worker. In all other respects, ESI retains full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement. Nothing contained in this Agreement will be construed to create a joint

venture or partnership, or the relationship of principal and agent, or employer and employee, between ESI and Client.

2. **WORKER**

In this Agreement, the term "Worker" or "Workers" means an individual(s) (a) employed by ESI in Arizona to work in Arizona, (b) who is performing Services for Client pursuant to this Agreement, (c) who has completed ESI's required hiring and onboarding process forms, and, where applicable, is certificated or licensed as required by law for the position in which ESI places the Worker.

ESI will not place into employment positions with the Client any Worker who does not possess, or have the ability to possess, all necessary certification and endorsements or licenses for the position assigned.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination, and/or harassment claims. ESI retains the right to make a final determination as to whether to hire a Worker.

3. **TERM OF AGREEMENT**

The initial term of this Agreement will be one (l) year following the Effective Date. Upon the expiration of the initial term, this Agreement may be renewed annually upon mutual agreement of both parties. This Agreement does not automatically renew at the end of each year.

4. **NON-APPROPRIATION CLAUSE**

Client may cancel this contract if funding is not available due to budget constraints.

5. **TERMINATION**

A. Workers, Without Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker at any time without cause upon the submission of at least thirty (30) calendar days advance written notice.

B. Workers, With Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker upon written notice to ESI upon the occurrence of any of the following:

(l) A material breach by ESI, or a Worker of any of ESI's or Worker's obligations under this Agreement, or under the Worker Contract.

(2) If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony, or of any crime involving moral turpitude, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker Contract, violates the policies of the Client applicable to Client's own employees, commits an act of unprofessional conduct, or commits an act that adversely affects the reputation of Client.

(3) Death or Permanent Disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or Permanent Disability. "Permanent Disability" shall mean the Worker is unable to perform his/her essential job duties, with or without reasonable accommodation, for a period of more than sixty (60) days.

(4) If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.

C. Agreement. This Agreement may be terminated by either party, for any reason, at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 27.

6. **SCOPE OF SERVICES**

In collaboration with Client, ESI shall supply Workers and shall perform the following services:

A. Recruit, hire, train, evaluate, compensate, place, replace, supervise, discipline, and terminate Workers.

B. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity, and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA"), and the Arizona Employment Protection Act ("AEPA").

C. Maintain a system of statewide background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. ESI shall ensure

that all Workers possess all certifications and licenses necessary to perform their assignments.

D. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments.

E. Maintain a program of supervision that enforces appropriate policies and procedures. In order to maintain the program, ESI may designate one or more on-site ESI employees as the supervisor, and/or, ESI contact responsible for addressing and responding to Workers.

F. Provide each Worker with information regarding his or her obligation to comply with applicable safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation, and conduct policies.

G. Inform each Worker in writing that s/he is employed by ESI, and not employed by the Client.

H. Inform each Worker in writing that job related illness/injury reports are to be made to the Client, and ESI's on-site supervisor, or ESI contact, and provide information on where and how reports are to be made to the Client and ESI supervisor or contact. Worker must coordinate with ESI, or ESI's representative, for non-emergency treatment, and not the Client, or Client's representative.

I. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA"), the Fair Wages and Healthy Families Act, and Arizona Labor Code. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for, and will comply with, applicable law governing the reporting and payment of wages, payroll-related, and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

For SubSource Workers (substitutes), ESI will track, account and pay for paid sick time in accordance with the Fair Wages and Healthy Families Act (FWHFA). These costs for SubSource Workers will not be invoiced to the Client and will be ESI's responsibility.

For RetireRehire Workers (return-to-work retirees), Client will be responsible for providing paid leave equal to or greater than the amount required under the FWHFA. The annual allotment of a RetireRehire Worker's paid sick leave will not be accrued but will be granted by Client in full via a lump sum dispersal at the start of the RetireRehire Worker's contracted employment period. Client will have discretion in determining the type and quantity of paid leave so long as this paid leave allotment meets the requirements of the FWHFA.

Hourly employees will not be allowed to accrue "comp time," and will be paid their proper overtime rate, 1 ½ times their regular hourly rate, for any hours worked over 40 hours in a workweek, as required by applicable law. If an authorized timesheet approver (employee of Client) approves a Worker timesheet with overtime hours on it, ESI must pay that overtime, and will bill Client accordingly for that overtime.

J. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.

K. ESI shall perform all other responsibilities with respect to Workers otherwise required of an employer, and not assumed by Client pursuant to this Agreement.

7. **APPROVAL OF SUPPLIED WORKERS**

Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with ESI to provide. The Client has the right to reject any Worker prior to, or, at the time of placement for any lawful reason. Client may recommend that ESI impose discipline upon any Worker for any lawful reason, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker for any lawful reason. ESI retains the sole right to determine if rejection, discipline, or dismissal of a Worker is for a lawful reason.

8. **ADMINISTRATIVE FEES**

Client will pay ESI an administrative fee in accordance with the Fee Schedule, attached as **Exhibit A**.

ESI will pay for all associated employer's payroll liabilities for the Workers. Payroll liabilities include FICA (OASDI/Medicare), federal and state unemployment taxes, and workers' compensation insurance.

9. **PRE-PAYMENT INCENTIVE**

ESI pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, ESI offers a pre-payment incentive in the Contract Administrative Fee if Client pre-pays for Services as defined per **Exhibit A**.

10. **PAYMENT TERMS**

ESI will bill Client with invoices as "net 30." An 8% per annum late payment charge will be assessed for any payment that is not received within 30 days of invoice.

11. **WORKERS' COMPENSATION**

A. ESI will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. ESI shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than $1,000,000 each accident, and $1,000,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer.

B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.

C. Client understands, agrees, and acknowledges that the workers' compensation insurance that ESI will provide under this Agreement will only cover individuals who are employed by ESI, and that such ESI's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

12. **CLIENT'S LIABILITY INSURANCE**

Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The provision of liability indemnity protection shall not be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement.

The coverage provided will be made available to Workers as an additional covered party under the terms of the Client's insurance coverage. Coverage will be made available by the Client's insurance company to Workers on the same terms and conditions as coverage is made available to Client employees. ESI shall be named an additional covered party to the Client's insurance agreement but only to the extent that ESI is vicariously liable for the acts of Workers while Workers are performing services for Client but not for any actual or alleged wrongful act, error or omission

of ESI in its own right (e.g., claims of negligent hiring, supervising or retention, employment discrimination, etc.).

13. **ESI'S LIABILITY INSURANCE**

ESI shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one million dollars ($1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars ($2,000,000).

14. **PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**

The parties believe that all Workers are the common law employees of ESI and that ESI is an applicable large employer for purposes of compliance with the requirements of Code Section 4980H. Accordingly, ESI offers full-time Workers and their "dependents" (as defined in any regulations or other guidance issued under Code Section 4980H) the opportunity to enroll in ESI's "minimum essential coverage" (as defined in Code Section 5000A(f) and any regulations or other guidance issued thereunder) under an "eligible employer-sponsored plan" (as defined in Code Section 5000A(f)(2) and any regulations or other guidance issued thereunder) at least once per year. Such coverage will provide "minimum value" (as defined in Code Section 36B(c)(2)(C)(ii) and any regulations or other guidance issued thereunder).

In addition, ESI will determine full-time employee status for all Workers using the "look-back measurement method" (as defined in the regulations or other guidance issued under Code Section 4980H) and will conduct the necessary tax reporting as required by Code Sections 6055 and 6056, including the timely furnishing of all Forms 1095-C to applicable individuals and the timely filing of all Forms 1094-C and 1095-C with the Internal Revenue Service.

Each party agrees to provide the other party timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency with respect to Code Section 4980H compliance as it applies to the Workers covered by this Agreement. For this purpose, notice shall be considered timely if provided to the other party no later than 20 days before a corresponding response is due to the Internal Revenue Service or other governmental agency.

15. **ADMINISTRATION**

A. All Workers assigned to fill positions with the Client are employees of ESI. ESI is responsible for administrative employment matters, such as transmission of all federal, state, and local employment tax payments, providing workers' compensation insurance, as well as management of fringe benefit programs for Workers. ESI agrees to pay, and hold harmless, Client from any and all tax penalties, assessments, or governmental charges in connection with all or any

of the Services provided under the terms of this Agreement. Client is responsible for payment of the Alternative Contribution to the Arizona State Retirement System for any amounts that may be due for individual Workers.

B. Client will immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.

C. Workers will receive compensation for services rendered pursuant to this Agreement solely through ESI. It is a material breach of this Agreement for Client to pay any Worker in cash, or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment. Further, ESI shall provide Workers with unemployment insurance coverage to the extent required by law.

D. ESI shall warrant compliance with all federal immigration laws and regulations that relate to Workers, and that it has verified employment eligibility of each Worker through the e-verify program.

E. Upon Client's reasonable request, ESI will provide documentation showing compliance with Section 15(D) with respect to any Worker.

F. If Client engages in ESI's RetireRehire service, Client RetireRehire Terms, attached as **Exhibit B**, summarizes Client's return-to-work program. Client has sole discretion to set terms. Terms may be changed by Client at any time upon written notice to ESI.

G. If Client requires Worker to operate Client vehicles, Client shall assume full responsibility for transportation safety, vehicle maintenance, training Worker in the basic operational necessities of operating Client's vehicle, vehicle safety inspections, environmental compliance, and all government requirements and compliance relating to Worker's operation of Client's vehicle.

16. **PROTECTED LEAVES OF ABSENCE**

A. The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects civilian job rights and benefits for military servicemembers, veterans, and members of Reserve components. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers are called away for or return from military service, pursuant to the requirements of USERRA.

B. The Family and Medical Leave Act ("FMLA") protects job rights, leave, benefits, and re-instatement rights of eligible employees after the employee

has been on approved FMLA leave. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers go on leave or return from leave, pursuant to the requirements of the FMLA.

17. **SAFE WORK ENVIRONMENT**

A. ESI and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work-related accidents involving the Worker within 24 hours to Client.

B. If applicable, and appropriate, Client will provide the Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.

C. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI, or its insurers, may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA log). Neither ESI's insurer nor ESI warrants the result of the inspections, or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.

D. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable federal, state, and/or local laws, regulations, codes, or standards.

18. **SUPERVISION**

A. ESI, in coordination with Client, will provide direction, supervision, training, and control of each Worker in the performance of the Services. Client will provide daily monitoring of the Workers and will report to ESI. ESI may designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor may direct the operational and administrative matters relating to the Services and may be under the direct supervision of ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to ESI or designee.

B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and

procedures and permit ESI to implement its policies and procedures relating to the Workers.

C. Client may make all non-routine directives through ESI's on-site supervisor, or if an on-site supervisor is not provided, then through ESI or designee.

19. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. In addition, Client agrees to indemnify, defend, and hold harmless ESI for any (i) breach of any representation, warranty or obligation of Client set forth in this Agreement; and (ii) any claim that any work product or Client's receipt or use thereof infringes on any intellectual property right of a third party. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) resulting from a vehicular incident, but only to the extent that the Workers are operating Client's vehicles within the course and scope of authorization granted by the Client.

ESI shall be solely responsible and shall indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with ESI's failure to: (i) offer minimum essential coverage that provides minimum value consistent with Section 14 of this Agreement; (ii) timely and accurately furnish and file information returns consistent with Section 14 of this Agreement; or (iii) otherwise comply with the requirements of Code Section 4980H and any regulations or other guidance issued pursuant thereto. Notwithstanding the foregoing, ESI shall not be responsible and shall not indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with Client's failure to: (i) offer minimum essential coverage to its common law employees pursuant to an eligible employer-sponsored plan; (ii) offer coverage that provides minimum value and that is "affordable," within the meaning of Code Section 4980H and any regulations or other guidance issued pursuant thereto; or (iii) provide timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency as described by Section 14 of this Agreement.

The Indemnitee hereunder shall promptly notify the Indemnitor in writing of any claim, suit, action or proceeding and cooperate with the Indemnitor at the Indemnitee's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim, suit, action or proceeding and shall

employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitor shall not settle any claim, suit, action or proceeding in a manner that adversely affects the rights of the Indemnitee without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this section shall not relieve the Indemnitor of its obligations under this section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own expense.

The parties agree that this Section 19 constitutes the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

20. **ADJUDICATION OF AGREEMENT**

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

21. **LIMITATION OF LIABILITY**

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S SOLE REMEDY IN THE EVENT OF ESI'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT AND RECEIVE, WITHIN THIRTY (30) DAYS AFTER THE TERMINATION DATE, A REFUND FOR ANY FEES THAT CLIENT PAID ESI AS OF THE TERMINATION DATE FOR SERVICES THAT WERE NOT PERFORMED AS A RESULT OF ESI'S BREACH. FURTHER, ESI SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION TO CLIENT WHATSOEVER, SUCH AS LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CLIENT ACCEPTS THE RESTRICTIONS ON CLIENT'S RIGHT TO ADDITIONAL RECOURSE AS PART OF CLIENT'S BARGAIN WITH ESI.

22. **ATTORNEYS' FEES**

Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.

23. **MODIFICATIONS OR WAIVER OF AGREEMENT**

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a Director-level employee or above of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be

construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

24. **BINDING NATURE OF AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. For the avoidance of doubt, ESI has the right to assign its rights and obligations under the Agreement to any assignee, successor, and/or subsequent owner, whether as a result of a merger, acquisition, or other change in ownership.

25. **CONSTRUCTION; INTERPRETATION; MODIFICATION**

This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to "writing" include printing, typing, electronic writing and other means of reproducing words in a tangible visible form; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation". The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

26. **WARRANTY**

Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and federal immigration laws and regulations that relate to its employees and Workers and with the E-Verify program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee/Worker of the other party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

27. **NOTICES**

All notices or other communication required or permitted under this Agreement shall be in writing, and shall be made by hand delivery, or overnight courier, or prepaid first-class certified mail, with an additional copy (which does not constitute notice) sent via email. Notice to ESI shall be sent to:

Educational Services, Inc.
14614 N. Kierland Blvd, Suite 230
Scottsdale, AZ 85254

ATTN: ESA Administrator
Email: hr@esiaz.us

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

28. **NO RULE OF STRICT CONSTRUCTION**

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

29. **HEADINGS**

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

30. **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

31. **ARBITRATION**

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement, or the performance hereunder, the parties hereby agree that any such dispute shall be exclusively submitted to, and resolved in, binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs. Arbitration shall take place in Maricopa County, Arizona.

32. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all mandatory contract provisions of state agencies required by statue or executive order.

33. **VALIDITY**

This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.

34. **CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Client 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 to the contract with respect to the subject matter of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

Effective Date: July 1, 2022.

"Client"	EDUCATIONAL SERVICES, INC., an Arizona corporation
_____	_____
By:_____	By: _____
Its:_____	Its: _____

CLIENT ADDRESS FOR NOTICE:

Street Address: _____

City, State, Zip Code: _____

EXHIBIT A
Fee Schedule

ESI Cooperative Contracts
All fees are defined through the following cooperative contracts. The following is a summary of key terms and may be subject to change. Refer to the specific governing cooperative contract for current detailed fee terms.

[To be Updated if Awarded – Provided as example for Mohave RFP]
Mohave Educational Services Cooperative Contract No. 21N-1215 [If Awarded]
and
[redacted]

RetireRehire
ASRS Retired Member Leased Employees: excludes Substitutes
- 17.00% of gross salary

SubSource
Certified and Classified Substitutes
- 25.00% of gross salary

Pre-Payment Incentive
Pre-payment of at least 80% of estimated fiscal year expenditure required. Incentive is a 0.25 percentage point reduction of the base administration fee. Example: For ASRS Retired Member Leased Employees (excludes substitutes), the base admin fee of 17.0% would be reduced to 16.75%.

Note: See **Best and Final Offer** For Further Details

EXHIBIT B
Client RetireRehire Terms

[Terms Are Examples for Template Use Only – Members have sole discretion to set program terms]

Certified Employees	
Contractual Salary (% of Exiting Salary)	78%
Supplemental Pay (% of Pay Rate)	78%
Performance Pay	No
Insurance Support	No
Leave	Yes
Holiday Pay	No
Program Application Period	March Only
Time Limit with ESI	One Year Only

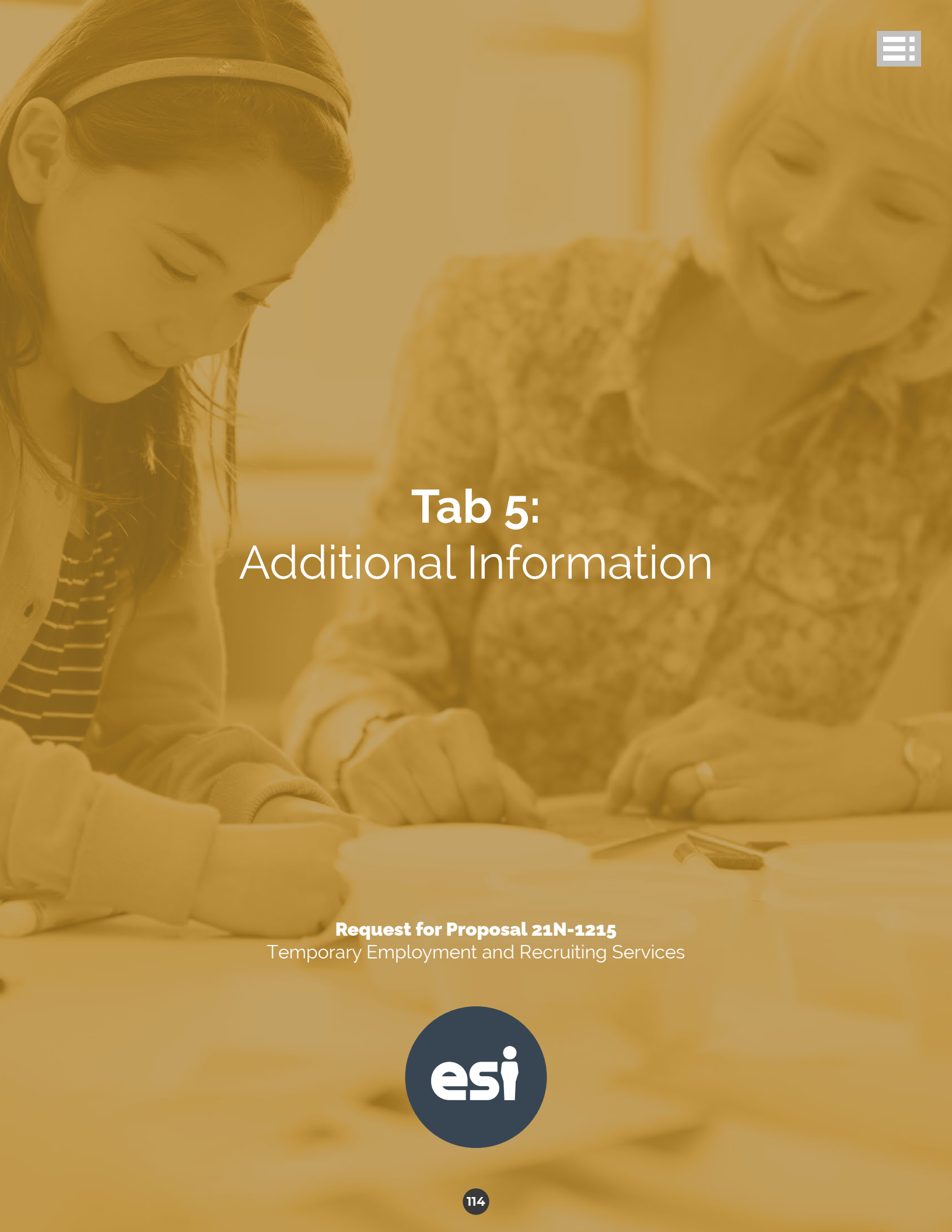
Other Special Provisions: Leave matches district employee policy of 15 days/year

Classified Employees	☒ Same as Certified Employees
Contractual Salary (% of Exiting Salary)	
Supplemental Pay (% of Pay Rate)	
Performance Pay	
Insurance Support	
Leave	
Holiday Pay	
Program Application Period	
Time Limit with ESI	

Other Special Provisions: None

Administrators	☐ Same as Certified Employees
Contractual Salary (% of Exiting Salary)	78%
Supplemental Pay (% of Pay Rate)	78%
Performance Pay	No
Insurance Support	Yes
Leave	Yes
Holiday Pay	No
Program Application Period	March Only
Time Limit with ESI	One Year Only

Other Special Provisions: Administrators receive X, Y, Z. plus 100% of medical premiums for individual or family



Tab 5:
Additional Information

Request for Proposal 21N-1215
Temporary Employment and Recruiting Services

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Award Documents

21N-ESI3-0318
Educational Services, Inc

21N-ESI3-0318 Contract Transfer Documents 2

21N-ESI3-0318 Award Letter 3

21N-ESI3-0318 Offer and Acceptance Form 6

21N-1215 Signed Award Recommendation 7

21N-1215 Evaluator Agreements 10

21N-ESI3-0318 Federal and State Excluded Parties Documents 13

21N-ESI3-0318 2 CFR § 200.324 (a) Contract cost and price analysis 18

Click section title to be taken directly to that section.

4/5/18 EH

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Mohave Contract 21N-ESI3-0318
Educational Services, Inc.
Jocelyn Phok
jocelyn@esiaz.us

April 7, 2022

Contract Modification for Change of Name on Mohave Contract 21N-ESI3-0318

Educational Services, Inc. enters into this contract modification requesting Mohave Educational Services Cooperative, Inc.'s agreement to change the contract vendor's name from Educational Services, Inc. to Educational Services, LLC. for contract 21N-ESI3-0318.

No other terms and conditions of 21N-ESI3-0318 are changed.

Contract Modification will take effect on April 12, 2022.

Contract vendor is responsible to notify members of the name change for existing purchase orders, and outstanding quotes.

Jocelyn Phok
Educational Services, LLC.

Dated 4/8/22

Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.

Dated: April 12, 2022

MSC 1/27/21

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NOTIFICATION OF AWARD LETTER

March 8, 2022

Sent this day via email to andy@esiaz.us

William Shirk, President and CEO
Educational Services, Inc.
14614 N. Kierland Blvd., Ste N230
Scottsdale, AZ 85254

Congratulations, Educational Services, Inc.'s response has been awarded a contract under RFP 21N-1215. Attached is a copy of the Mohave signed *Offer and Acceptance Form*. 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 Educational Services, Inc. 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 provide any services until you receive an "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 21N-1215 was made available for public inspection on March 8, 2022.

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, contact information, or other information about your contract. Email back any changes as soon as possible to michael@mesc.org.

Your contract number is 21N-ESI3-0318 and will take effect on March 18, 2022.

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael S. Carter, CPPB, NIGP-CPP
Contract Specialist I

NOTES ON AWARD FOR: Educational Services, Inc.

- 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 services must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #21N-ESI3-0318.
- **Promotional Pricing (temporary pricing reductions):** Your contract includes terms and conditions that allows your firm to offer temporary pricing reductions. A Promotional Pricing Offer allows you to provide services to members at a reduced cost for a limited time basis. Promotional pricing may increase your contract usage and exposure to members. Mohave encourages promotional pricing under the awarded contract to provide additional value to members. Promotional pricing requests are typically reviewed and approved the same day as submitted. Some reminders regarding pricing reductions:
    - Promotional Pricing may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave.
    - Promotional Pricing (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope.
    - Promotional Pricing limited to a single member are not acceptable.
    - Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- Kristy Hamm will be the Contract Specialist assigned to your Mohave contract. Send requests for pricing updates or contractual inquiries to Kristy Hamm – kristy@mesc.org after the contract effective date of March 18, 2022. *All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.*
- Do not provide any 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 Educational Services, Inc.
    2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to Educational Services, Inc.
    3. Educational Services, Inc. provides services.
    4. Educational Services, Inc. invoices member.
    5. Member pays Educational Services, Inc.
    6. Educational Services, Inc. sends Usage and Reconciliation Report to Mohave.
    7. Educational Services, Inc. remits administration fee monthly, based on invoices paid.
    8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- **USE THE FOLLOWING FOR ALL VENDORS WITH PARTIAL OR REGIONAL AWARDS:**
- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 17A-ESI-0518.**
- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.

NOTES ON AWARD FOR: Educational Services, Inc.

- Your firm's current Mohave contract, 17A-ESI-0518, will continue until the final expiration date of May 18, 2022, to allow all current orders/temporary employment contracts to be fulfilled and completed. Any revisions or corrections to previously received current orders and temporary employment contracts will use the contract pricing and agreement under 17A-ESI-0518, until the expiration date of May 18, 2022. However, it is recommended any ***new*** quotations, service contracts, or temporary employment to begin after May 18, 2022, be provided using the service agreement, and contract pricing under your new Mohave contract 21N-ESI3-0318.
- Because you have an existing Mohave contract, which will continue to be current until May 18, 2022, you will need to submit two separate reports for each contract. These may be combined into one workbook; however, each contract must be listed on its own worksheet. You may combine the two contracts administration fees due on a single payment.
- 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 March 18, 2022. 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 March 18, 2022. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until March 18, 2022, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering services) prior to March 18, 2022 **is a violation of the contract.** Please ensure that your staff is aware of the March 18, 2022 effective date, in order to avoid contract confusion.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to michaelc@mesc.org no later than March 18, 2022.**
- **Provide a current insurance certificate naming Mohave Educational Services Cooperative, Inc. as the certificate holder. Email this information to michaelc@mesc.org no later than March 18, 2022.**
- Attached is a contract modification titled, *ESI3 EDGAR Modification*, which revises the terms and conditions for domestic preferences. Although your awarded contract does not include products, it is required that school district procurements must comply with the Federal Education Department General Administration Regulations (EDGAR) requirements and 2 CFR § 200.322 Domestic Preferences for Procurements. Complete the attached contract modification as instructed in the document, and return. **Email this information to michaelc@mesc.org no later than March 18, 2022.**

Offer and Acceptance Form
(Place after Tab 1a)

RFP 21N-1215
Temporary Employment and Recruiting Services

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements specified within the solicitation and any amendment(s) issued prior to the solicitation opening. Offeror further agrees to furnish materials and/or services in compliance with all specified requirements, issued amendment(s), and any accepted exceptions/deviations noted by offeror in the solicitation.

Federal Employer Identification Number 86-0950510

Company Name Educational Services, Inc.

Address 14614 N. Kierland Blvd. Ste N230 City Scottsdale State AZ Zip 85254

Telephone Number (480) 719-3271 or (844) 614-7784

The *Offer and Acceptance Form* shall be submitted with a signature of the person authorized to sign the offer. The person signing the 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 William "Andy" Shirk Title President & CEO

Primary Email andy@esiaz.us Alternate email washirk@mac.com

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

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/deviations. Your firm has been awarded all services, unless noted in your Notification of Award Letter.

This contract shall be referred to as Contract Number 21N-ES13-0318

Awarded this 8th day of March 2022.

This contract shall be effective the 18th day of March 2022.

Anita S McLemore

Anita S. McLemore, C.P.M., Executive Director
Mohave Educational Services Cooperative, Inc.

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Date: March 8, 2022

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

Through: Nancy Colbaugh, CPPB, NIGP-CPP, Contracts Manager

From: Michael S. Carter, CPPB, NIGP-CPP, Contract Specialist I

Subject: Award Recommendation for RFP 21N-1215, Temporary Employment and Recruiting Services

On December 15, 2021, Mohave received eight responses to RFP 21N-1215. After the initial evaluation, one response contained inadequate information to substantiate further consideration, and seven were determined to be acceptable for further consideration. Mohave conducted discussions with seven offerors. Seven best and final offers were requested, and seven offerors responded. Seven of the responses were determined to be acceptable for further consideration.

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 ranking:

Offeror	Michael Carter	Maria Brissette	Martin Topham	Avg Rank
Educational Services, Inc.	1	1	1	**1.00**
22nd Century Technologies, Inc.	2	2	2	**2.00**
Viking Building Services, LLC.	3	3	3	**3.00**
SoftHQ, Inc.	4	4	5	**4.33**
US Tech Solutions, Inc.	5	5	4	**4.67**
Diskriter, Inc.	6	6	6	**6.00**
Presidio Networked Solutions, LLC.	7	7	7	**7.00**

Details for the recommended awards are as follows:

- Educational Services, Inc. was the number one overall ranking offer. They were the second highest score in the pricing comparisons. They have a large base of clients in Arizona. They offer Arizona Retirement System (AZRS) retired temporary employees. They were the only offer to include a pre-payment discount.
- 22nd Century Technologies, Inc., was the number two overall ranking offer. They offered the highest score in the pricing comparisons. They offered the lowest price for recruiting services and were the only offer to include recruitment services in those recommended for award. They offer hourly temporary employees statewide.
- Viking Building Services, LLC. was the number three overall ranking offer. They were the third highest score in the pricing comparisons. They offer hourly temporary employees for custodial/housekeeping, kitchen staff, and facility maintenance in Maricopa County. They offered the lowest minimum number of required hours, per day, for the provided temporary hourly employees.

RFP 21N-1215 Award Recommendation

The evaluation committee determined a single award was not advantageous for 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 providing temporary employment and recruiting services. No single offer demonstrated the ability to meet all our members' needs effectively, and efficiently for temporary employment and recruiting services.

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 temporary employment and recruiting services, future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's 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 contract under RFP 17A-0217 expires on May 18, 2022. However, the current timeline for Mohave's temporary employment and recruiting services contracts does not allow sufficient time for members to prepare new fiscal year budgets for board approval. It is recommended the awards under RFP 21N-1215 take effect on March 18, 2022, to provide members, the opportunity to review, and use the awarded contracts temporary employment and recruiting services.

It is the recommendation of the evaluation committee that contracts be awarded to 22nd Century Technologies, Inc., Educational Services, Inc., and Viking Building Services, LLC. for Temporary Employment and Recruiting Services.

Not acceptable for further consideration after initial evaluation

Compu-Vision Consulting, Inc. – The response did not include all information as required in the RFP: Certificate of Insurance, Tab 2c, a current copy of the offeror's current insurance was not provided as required; Qualifications and Experience, Tab 2b: Question #2, a completed W-9 was not provided, Question #5, Mohave did not receive any completed surveys on behalf of the offeror; Method of Approach, Tab 2a: Question #1, indicated Recruitment Services are offered; however, pricing for recruitment services were not found in the electronic pricing workbook, Question #11, included rates for early buyout and were not included in the electronic pricing workbook, Question #13, a sample quotation and invoice were not provided; Solicitation Checklist, Tab 5a, was not completed and provided. The electronic pricing workbook did not include the following information as requested: Summary Section One: Lodging, M&IE, Mileage, and Travel/Drive Rates: Lodging Methodology, M&IE (Meals and Incidental Expenses) Methodology, Mileage Methodology, and Travel/Drive Rates Methodology included the statement in each section as, *the State of Arizona Travel Policy structure is fair*, and did not specify when rates are applicable; Summary Section Four: Hourly Rates, were provided as a range and did not include a methodology to indicate how actual hourly rates are determined. Conflicting information was provided in the Method of Approach, Tab 2a, Question #3, indicated subcontractors would not be used; however, the response to the Method of Approach, Question #2g, stated offeror would partner with other staffing companies in areas where offeror's offices are not located and cannot provide service.

Not recommended for award

Diskriter, inc. – The proposal received a lower score than those recommended for award. There were no apparent price or additional benefits to substantiate award of this lower scoring proposal.

Presidio Networked Solutions, LLC. – The proposal received a lower score than those recommended for award. There were no apparent price or additional benefits to substantiate award of this lower scoring proposal.

SoftHQ, Inc. – The proposal received a lower score than those recommended for award. There were no apparent price or additional benefits to substantiate award of this lower scoring proposal.

US Tech Solutions, Inc. – The proposal received a lower score than those recommended for award. There were no apparent price or additional benefits to substantiate award of this lower scoring proposal.

RFP 21N-1215 Award Recommendation

Approval of the #21N-1215 award as recommended:

Signature: _____ Date: March 8, 2022

Nancy Colbaugh, CPPB, NIGP-CPP,
Contracts Manager

Signature: _____ Date: March 8, 2022

Anita S. McLemore, C.P.M.
Executive Director

RFP 21N-1215 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Michael S. Carter EMPLOYER Mohave

ADDRESS 625 E. Beale St., Kingman PHONE 928 753 6545

Working with the following Mohave Contract Specialist: Michael S. Carter

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

MW I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The RFP evaluation criteria is as follows:

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 the most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposals(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

Responsive proposals: A responsive proposal conforms in all respects to the 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 who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall 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.

MW 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.

MW I agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona statute (per ARS §41-2616 (C)).

MW I confirm that I have not received gratuities in the form of entertainment, gifts, or otherwise, that have been offered by any of the offerors responding to this solicitation with a view toward securing a contract.

Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. By making your selection below, this will indicate your understanding that we may publicly recognize your help with the evaluation process. Please indicate if wish or do not to be thanked in this manner, by indicating with Yes or No answer below:

MW (Yes) _____ (No)

Please indicate your answer by signing your initials in the appropriate boxes

☐ New Evaluator ☑ MW Returning Evaluator

The Arizona Revised Statutes (ARS) place some restrictions with which you must comply regarding conflict of interest not only for yourself but also your relatives (Relative means: spouse, child, child's child, parent, grandparent, siblings (full or half-blood) and their spouses, and the parent, sibling or child of a spouse, pursuant to ARS 38-502). You are required to complete the following form to determine that you're in compliance with these provisions. This form must be completed every time you participate in a contract evaluation.

Business Interest

Are you, or any of your relatives, involved in any ownership, employment, public or private affiliations, or special arrangements which may have a substantial (Substantial means: any pecuniary or proprietary interest, either direct or indirect, other than a remote interest) interest in any contract, sale, purchase, or service involving Mohave or any of Mohave's contracts, vendors or members?

☑ MW No ☐ Yes Please describe below (attach sheet if necessary):

_____

_____

_____

Liability

Violating Arizona's conflict of interest laws have significant consequences which include, but may not be limited to:

1. Intentionally or knowingly violating any provision of sections §38-503 through §38-505 is guilty of a CLASS 6 FELONY.
2. Recklessly or negligently violating any provision of sections §38-503 through §38-505 is guilty of a CLASS 1 MISDEMEANOR.

☑ MW I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws.

I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. §38-501 through §38-510.

Signature _____ **Date** 12/16/21

Signature by Mohave: Anita L McLemore

RFP 21N-1215 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE _MARTIN TOPHAM_____EMPLOYER: SCOTTSDALE UNIFIED SCHOOL DISTRICT

ADDRESS _7575 E MAIN STREET SCOTTSDALE AZ 85251_____PHONE 480.484.6150_____

Working with the following Mohave Contract Specialist: MICHAEL CARTER_____

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

_X_ I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The RFP evaluation criteria is as follows:

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 the most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposals(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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__X__ (Yes) _____ (No)

Please indicate your answer by signing your initials in the appropriate boxes

[ ] New Evaluator [MT] Returning Evaluator

The Arizona Revised Statutes (ARS) place some restrictions with which you must comply regarding conflict of interest not only for yourself but also your relatives (Relative means: spouse, child, child's child, parent, grandparent, siblings (full or half-blood) and their spouses, and the parent, sibling or child of a spouse, pursuant to ARS 38-502). You are required to complete the following form to determine that you're in compliance with these provisions. This form must be completed every time you participate in a contract evaluation.

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[MT] [ ] Yes Please describe below (attach sheet if necessary):

_____

_____

_____

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[MT] I understand that I may be held personally liable for costs associated with violating Arizona's conflict of interest laws.

I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. §38-501 through §38-510.

Signature MARTIN TOPHAM **Date** 12.16.2021

Signature by Mohave: Anita L McLemore

RFP 21N-1215 EVALUATOR AGREEMENT AND CONFLICT OF INTEREST FORM

NAME and TITLE Maria T. Brissette, Procurement Specialist EMPLOYER Mohave Cooperative

ADDRESS 625 E. Beale St. Kingman. AZ 86401 PHONE 928-718-3237

Working with the following Mohave Contract Specialist: Michael Carter

Statement of Understanding
(Initial each section to indicate your understanding of the requirement)

✓ I agree to evaluate the responses to the solicitation according to its evaluation criteria terms.

The RFP evaluation criteria is as follows:

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 the most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposals(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

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✓ (Yes) _____ (No)

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☑ No ☐ Yes Please describe below (attach sheet if necessary):

_____

_____

_____

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I also acknowledge that I am responsible for knowing and understanding Arizona's conflict of interest laws available in A.R.S. §38-501 through §38-510.

Signature Maria T. Brissette **Date** 12/17/21

Signature by Mohave: Anita L McLemore

SAM.GOV®

EDUCATIONAL SERVICES, INC.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
125515606	**Y6H9VARGELX9**	**3J5U1**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**Mar 6, 2022**
Physical Address	Mailing Address	
100 North AVE W **Missoula, Montana 59801-6713** **United States**	**PO Box 8146** **Missoula, Montana 59807-8146** **United States**	

Business Information

Doing Business as	Division Name	Division Number
Aerie Backcountry Medicine	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Montana 00	**Montana / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 9, 2020	**Sep 7, 2020**	**Sep 25, 2003**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1997	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3J5U1**

Points of Contact

Electronic Business

Joe Blattner

100 North AVE W
Missoula, Montana 59801
United States

Government Business

Joe Blattner

100 North AVE W
Missoula, Montana 59801
United States

Past Performance

David McEvoy

PO Box 8146
Missoula, Montana 59807
United States

Haven Holsapple

PO Box 8146
Missoual, Montana 59807
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**611699**	**All Other Miscellaneous Schools And Instruction**

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any		

Visit OpenBooks (https://openbooks.az.gov) Ombudsman-Citizens Aide (https://www.azoca.gov)

Get the facts on COVID-19 (https://azdhs.gov/preparedness/epidemiology-disease-control/infectious-disease-epidemiology/index.php#novel-coronavirus-home)

AZ.Gov (https://az.gov/search/) (https://az.gov)

ARIZONA
DEPARTMENT OF ADMINISTRATION
PROCUREMENT

(/)

ARIZONA
Official Website of the State of Arizona

Debarred and Suspended 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.

COMPLIANCE

- Agency Procurement Authority (/compliance/agency-procurement-authority)
- Control Self-Assessment (CSA) (/compliance/control-self-assessment-csa)
- Procurement Compliance Reviews (PCR) (/compliance/procurement-compliance-reviews-pcr)
- Compliance Hotline (/compliance/compliance-hotline)
- Debarred and Suspended Firms (/compliance/debarred-and-suspended-firms)

RFP 21N-1215 Cost/Price Analysis

Temporary Employment and Recruiting Services are charged at a percentage of the temporary employee's annual salary. The total amount of any Service Charges, when based on a percentage of the salary, are increased/decreased as annual salaries are increased/decreased by a Cost of Living percentage, or annual agreeded upon adjustment by the employeer. Percentages below show the increase/decrease in the service rates charged by employment agencies.

	Actual					Forecasted				
Data from PPI Table 9, Employment Services, months of June	2019	2020	2021	Average Annual Increase	Change (in 3-years)	2022	2023	2024	2025	2026
Permanent placement services	-1.90%	3.10%	-0.07%	0.38%	1.13%	0.394%	0.413%	0.432%	0.452%	0.473%
Staffing services: Temporary help services	1.50%	7.10%	4.30%	4.30%	12.90%	4.501%	4.712%	4.932%	5.163%	5.404%
Total Annual Increase	-0.40%	10.20%	4.23%	4.68%	14.0%					

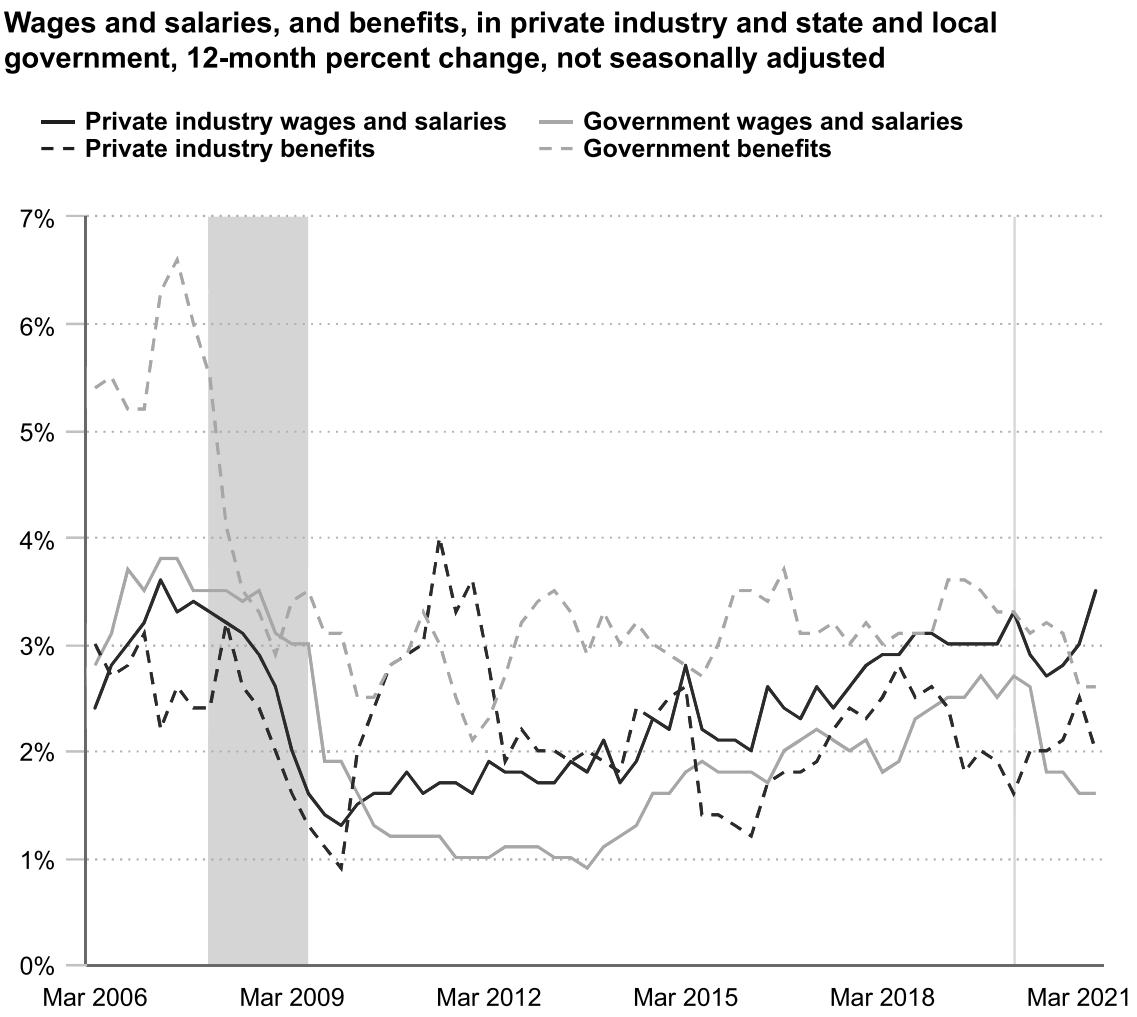
Compensation costs for private industry workers increased 3.1 percent from June 2020 to June 2021

AUGUST 05, 2021

Compensation costs for private industry workers increased 3.1 percent from June 2020 to June 2021. Wages and salaries increased 3.5 percent for the 12-month period ending in June 2021, while the cost of benefits increased 2.0 percent for private industry workers.

CHART IMAGE | CHART DATA

Chart Image



Click legend items to change data display. Hover over chart to view data.
Shaded areas represent recessions as determined by the National Bureau of Economic Research.
Source: U.S. Bureau of Labor Statistics.

Chart Data

Wages and salaries, and benefits, in private industry and state and local government, 12-month percent change, not seasonally adjusted

Month	Private industry wages and salaries	Government wages and salaries	Private industry benefits	Government benefits
Mar 2006	2.4%	2.8%	3.0%	5.4%
Jun 2006	2.8	3.1	2.7	5.5
Sep 2006	3.0	3.7	2.8	5.2
Dec 2006	3.2	3.5	3.1	5.2
Mar 2007	3.6	3.8	2.2	6.3
Jun 2007	3.3	3.8	2.6	6.6
Sep 2007	3.4	3.5	2.4	6.0

Dec 2007	3.3	3.5	2.4	5.5
Mar 2008	3.2	3.5	3.2	4.1
Jun 2008	3.1	3.4	2.6	3.5
Sep 2008	2.9	3.5	2.4	3.3
Dec 2008	2.6	3.1	2.0	2.9
Mar 2009	2.0	3.0	1.6	3.4
Jun 2009	1.6	3.0	1.3	3.5
Sep 2009	1.4	1.9	1.1	3.1
Dec 2009	1.3	1.9	0.9	3.1
Mar 2010	1.5	1.6	2.0	2.5
Jun 2010	1.6	1.3	2.4	2.5
Sep 2010	1.6	1.2	2.8	2.8
Dec 2010	1.8	1.2	2.9	2.9
Mar 2011	1.6	1.2	3.0	3.3
Jun 2011	1.7	1.2	4.0	3.0
Sep 2011	1.7	1.0	3.3	2.5
Dec 2011	1.6	1.0	3.6	2.1
Mar 2012	1.9	1.0	2.8	2.3
Jun 2012	1.8	1.1	1.9	2.7
Sep 2012	1.8	1.1	2.2	3.2
Dec 2012	1.7	1.1	2.0	3.4
Mar 2013	1.7	1.0	2.0	3.5
Jun 2013	1.9	1.0	1.9	3.3
Sep 2013	1.8	0.9	2.0	2.9
Dec 2013	2.1	1.1	1.9	3.3
Mar 2014	1.7	1.2	1.8	3.0
Jun 2014	1.9	1.3	2.4	3.2
Sep 2014	2.3	1.6	2.3	3.0
Dec 2014	2.2	1.6	2.5	2.9
Mar 2015	2.8	1.8	2.6	2.8
Jun 2015	2.2	1.9	1.4	2.7
Sep 2015	2.1	1.8	1.4	3.0

Dec 2015	2.1	1.8	1.3	3.5
Mar 2016	2.0	1.8	1.2	3.5
Jun 2016	2.6	1.7	1.7	3.4
Sep 2016	2.4	2.0	1.8	3.7
Dec 2016	2.3	2.1	1.8	3.1
Mar 2017	2.6	2.2	1.9	3.1
Jun 2017	2.4	2.1	2.2	3.2
Sep 2017	2.6	2.0	2.4	3.0
Dec 2017	2.8	2.1	2.3	3.2
Mar 2018	2.9	1.8	2.5	3.0
Jun 2018	2.9	1.9	2.8	3.1
Sep 2018	3.1	2.3	2.5	3.1
Dec 2018	3.1	2.4	2.6	3.1
Mar 2019	3.0	2.5	2.4	3.6
Jun 2019	3.0	2.5	1.8	3.6
Sep 2019	3.0	2.7	2.0	3.5
Dec 2019	3.0	2.5	1.9	3.3
Mar 2020	3.3	2.7	1.6	3.3
Jun 2020	2.9	2.6	2.0	3.1
Sep 2020	2.7	1.8	2.0	3.2
Dec 2020	2.8	1.8	2.1	3.1
Mar 2021	3.0	1.6	2.5	2.6
Jun 2021	3.5	1.6	2.0	2.6

Compensation costs for state and local government workers increased 2.0 percent for the 12-month period ending in June 2021, compared with an increase of 2.7 percent in June 2020. Wages and salaries increased 1.6 percent for the 12-month period ending in June 2021, compared with an increase of 2.6 percent a year ago. Benefit costs for state and local government workers increased 2.6 percent for the 12-month period ending in June 2021. The prior year increase was 3.1 percent.

These data are from the Employment Cost Trends program. To learn more, see "Employment Cost Index — June 2021." We also have more charts on the Employment Cost Index.

RELATED SUBJECTS | Benefits | Compensation Costs | Earnings and Wages |

SUGGESTED CITATION

Bureau of Labor Statistics, U.S. Department of Labor, *The Economics Daily*, Compensation costs for private industry workers increased 3.1 percent from June 2020 to June 2021 at https://www.bls.gov/opub/ted/2021/compensation-costs-for-private-industry-workers-increased-3-1-percent-from-june-2020-to-june-2021.htm (visited *August 11, 2021*).

OF INTEREST

Recent editions of *Spotlight on Statistics*

- Impact of the Coronavirus Pandemic on Businesses and Employees by Industry
  Explores the coronavirus pandemic's impact on private industry businesses and workers.
- Occupational Employment and Wages in Metro and Nonmetro Areas
  Examines similarities and differences in employment and wages between metro and nonmetro areas.
- Gulf War Era Veterans in the Labor Force
  Examines the demographic, employment, and unemployment characteristics of civilians who served in the U.S. military during Gulf War era.
- Using BLS Data to Match People with Disabilities with Jobs Presents data that can help increase access and opportunity for people with disabilities in the nation’s labor market.

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200_ Federal Relay Service:1-800-877-8339_ www.bls.gov Contact Us

MOHAVE COOPERATIVE

Extensions & Amendments

21N-ESI3-0318
Educational Services, Inc

First year contract. No extensions issued to date.

21N-ESI3-0318 Contract Amendments 4

Mohave Contract Extension periods are for one year following the effective date, unless noted otherwise.

Click section title to be taken directly to that section.

4/5/18 EH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2021

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

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

PRODUCER Lovitt & Touché A Marsh and McLennan Agency, LLC 1050 W Washington Street, Suite 233 Tempe AZ 85281	**CONTACT NAME:** Darcy Swaney **PHONE (A/C, No, Ext):** 602-385-0513 **FAX (A/C, No):** 602-956-2258 **E-MAIL ADDRESS:** dswaney@lovitt-touche.com
INSURED EDUCSER-C1 Educational Services, Inc. 14614 N. Kierland Blvd., Suite N230 Scottsdale AZ 85254	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Co. 18058 **INSURER B :** CopperPoint General Insurance Company 13043 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1555816622 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2296746	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2296746	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			PHUB775954	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1002227	7/1/2021	7/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Coverage: Professional Liability - Claims Made Coverage Form
Carrier: Philadelphia Insurance Company
Effective: 7/1/21 - 7/1/22
Each Claim: $1,000,000
Aggregate: $2,000,000
Deductible Per Incident: $5,000
Retro Date: 8/10/1999
See Attached...

CERTIFICATE HOLDER

Mohave Educational Services Cooperative, Inc.
625 E. Beale St.
Kingman AZ 86401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jamie A. Lindy

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AGENCY CUSTOMER ID: EDUCSER-C1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Lovitt & Touché A Marsh and McLennan Agency, LLC		Educational Services, Inc. 14614 N. Kierland Blvd., Suite N230 Scottsdale AZ 85254
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Prior & Pending Date: 8/10/2014

Coverage: Sexual Abuse & Molestation Liability - Occurrence Coverage Form
Carrier: Philadelphia Insurance Company
Effective: 7/1/21 - 7/1/22
Each Abusive Act: $1,000,000
Aggregate: $1,000,000

Certificate holder is Additional Insured with respects to General Liability, as required by written contract.

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MOHAVE
COOPERATIVE

21N-ESI3-0318 Contract Amendments

625 East Beale Street, Kingman, AZ 86401 Phone: (928) 753-6945 Fax: (928) 718-3232 mesc.org

MOHAVE
COOPERATIVE

Mohave Contract
21N-ESI3-0318

Educational Services, Inc.
andy@esiaz.us

March 8, 2022

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 and 2 CFR § 200.322 Domestic Preferences for Procurements, Mohave is amending its existing contracts. Please review, initial next to the requirement, sign at the bottom of the amendment and return to Mohave no later than March 18, 2022.

Domestic preferences for procurements. Offeror agrees that it will not obligate or expend any grant funds in violation of 2 CFR § 200.322 to the greatest extent practicable.

WM Initial Agreement as the Authorized Representative of the Contract Vendor.

Failure to sign and return amendment by the close of business on March 18, 2022, may result in your contract being placed on hold or canceled.

Amendment takes effective March 18, 2022.

Date: 3-9-22
William Shirk
Educational Services, Inc.

Anita L McLemore
Date: March 8, 2022
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Co-Submitter:	Emily Markel
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Approval of Contract: Approval of the Master Subscription and License Agreement with ESO Solutions, Inc. for Fire and Medical Reporting Software in the amount of $53,209.79.

STAFF RECOMMENDED ACTION:

1. Approve the Master Subscription and License Agreement with ESO Solutions, Inc. for Fire and Medical Reporting Software; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Flagstaff Fire Department (FFD) is required by state and federal laws and regulations to document all incidents responded to and with official actions taken by FFD members. ESO Solutions, Inc. (ESO) is the new parent company that bought out FFD's current reporting system (Fire House). All the current data in Fire House will be rolled over to ESO software and will be available to collect from a historical perspective. It was essential to get the new software because Fire House is being phased out in the next fiscal year and a change in software providers was imminent. ESO will be able to work with Fire House to ensure there is no loss of service and no additional fees due to overlap. The procurement method approved by the Procurement Director was through a "proprietary" justification because no other software company is able to provide this service. This new ESO software will cover four different platforms the City pays for annually: 1) Fire reporting, training, and daily duties; 2) Fire House Analytics; 3) Fire House Inspections; and 4) Medi-View electronic patient care reporting.

Financial Impact:

FFD budgeted for the new software and received approved in Fiscal Year 2021-2022 in account 001-03-051-0203-2-4343. By continuing to work with the parent company, ESO, FFD will also be receiving pro-rated costs based on the timing of the current contract with Fire House. Additionally, by using ESO, FFD is also receiving a regional discount as two primary Greater Flagstaff Regional (GFR) partners who had been using Fire House are also switching to ESO.

Approval of the Master Subscription and License Agreement (License Agreement) is necessary because although the License Agreement originally entered into on September 2, 2021, was in the amount of $49,908.60, the current cost is over $49,999. At the time of the signing, the cost fell below the Procurement Code Manual requirement to bring a contract before City Council. See Informal Procurement Process, Article 7, Section 7.1(D). However, during the administration of the License Agreement, due to mandatory fees, the cost for the services from ESO increased slightly to

$53,209.79. Under the Procurement Code Manual, all purchases over $49,999 must be approved by the City Council. See Article 7(B), "Formal Procurement Limit." For this reason, the License Agreement has come before the City Council.

Policy Impact:

Current policy support documentation for all incidents. By approving this License Agreement, the FFD's ability to improve in-house analytics will also improve due to better requirements and pre-loaded ESO reports.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

PBB: Safe & Healthy Community - Provide public safety with the resources, staff and training to respond to community needs. High Performing Governance - Serve the public by providing high quality internal and external service

Regional Plan: Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service. Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

No.

Attachments: ESO Master Subscription and License Agreement
ESO Quote

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (this ***"Agreement"***) is entered into as of September 2, 2021 (***"Effective Date"***), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, ***"ESO"***) and Flagstaff Fire Department**,** having its principal place of business at 211 W Aspen Ave, Flagstaff, AZ 86001 (***"Customer"***). This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"Addendum" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Addendum may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

"Anonymized Data" means Customer Data from which all personally identifiable information is removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

"Customer Data" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"Deliverable" means software, report, or other work product created pursuant to a Statement of Work.

"Documentation" means the Software's user guides and operating manuals.

"Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"Intellectual Property" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"Licensed Software" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"New Version" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"Outage" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"Professional Services" means professional services provided by ESO under a Statement of Work.

"Protected Health Information" or ***"PHI"*** has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"Reporting Services" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"Scheduled Downtime" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"Software" means any ESO computer program, programming or modules specified in the Agreement or any Addendum. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

"Support Services" means those services described in Exhibit B.

"Third-Party Data" means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

"Third-Party Service" means a service not provided by ESO but which is made available by ESO in connection with its Software under a Software Schedule or Addendum.

"Third-Party Software" means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

"Use Restrictions" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Addendum. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Addendum is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Addendum and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Addendum).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "***Education***") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at http://www.praetoriandigital.com/LMS-Master-Service-Agreement, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Addendum) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Addendum, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "***Uptime Commitment***"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference.

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Addendum(s)) (collectively, "***Fees***"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "***Third-Party Payer***"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 3% each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Addendum. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Addendum (an "***Overage***"), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement (the "***Term***") commences on the Effective Date and continues for a period of one year (or any longer period provided in an Addendum). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Addendum for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Effect of Termination.

6.3.1. If Customer terminates this Agreement or any Addendum as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software.

6.3.2. Upon termination of this Agreement or any Addendum, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination.

6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES**

7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. **CONFIDENTIALITY**

9.1. ***"Confidential Information"*** refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the ***"Purpose"***). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. **INDEMNIFICATION**

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) (***"Damages"***) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an ***"Indemnified Claim"***). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Addendum, in which case ESO will refund any pre-paid

Fees on a pro-rata basis for such Addendum. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $500,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ADDENDUM OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. Anonymized Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. WORK PRODUCT

14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Addendum gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement.

15.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached as Exhibit B and incorporated herein by reference.

15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

15.4. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or

completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

16.2. HDE Customer Certifications. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

17. MISCELLANEOUS

17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. Subcontracting. Except for training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.

17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Addendum.

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a ***"Dispute"***) will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Addendum, with most recent Addendum taking precedence over

earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.19. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

By: _____
(signature)

Name: Robert Munden
(print name)

Title: Chief Legal & Compliance Officer
(print title)

Customer City of Flagstaff

Greg Clifton
By: 2021.09.02 09:47:49 -07'00'
(signature)

Name: Greg Clifton
(print name)

Title: City Manager
(print title)

Attest:

Digitally signed by Stacy Saltzburg
Date: 2021.09.02 10:31:16 -07'00'

City Clerk

Approved as to form:

ChristinaA. Parry for Digitally signed by ChristinaA. Parry for Date: 2021.08.27 15:20:48 -07'00'

City Attorney

EXHIBIT A-1

SAAS SOFTWARE SCHEDULE

(Applications - ESO EHR, ESO Fire, ESO PM, FIREHOUSE Cloud, IFC Codes, EMS1 Academy, FireRescue1 Academy, Staff Scheduling, Assets, Inventory, Checklist)

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

2. The following SaaS may be ordered under this Exhibit:

   2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (http://www.eso.com/software/ehr).

   2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (http://www.eso.com/software/personnel-management).

   2.3. ESO Fire is a SaaS software application for NFIRS reporting (http://www.eso.com/software/fire).

3. The following Third-Party Data and/or Software may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code, Education (see section 3.5).

4. Third-Party Payer is responsible for the following products and Fees:

   N/A

5. Customer hereby agrees to timely pay for the following products according to the schedule below:

Fire

Product	Volume	Price	Discount	Total	Fee Type
ESO Fire Incidents	6 Stations	$6,170.00	($925.50)	$5,244.50	Recurring
ESO Activities - Fire and Fire/EMS Agencies	6 Stations	$1,295.00	($194.25)	$1,100.75	Recurring
ESO Properties	6 Stations	$2,370.00	($355.50)	$2,014.50	Recurring
ESO Inspections	6 Stations	$2,720.00	($408.00)	$2,312.00	Recurring
Telestaff Integration	17000 Incidents	$1,995.00	($299.25)	$1,695.75	Recurring
Properties/Inspections Data Import	6 Stations	$1,970.00	($1,970.00)	$0.00	One-time
Fire Incidents NFIRS Data Import	17000 Incidents	$9,995.00	($9,995.00)	$0.00	One-time
Fire Setup & Online Training	3 Sessions	$1,785.00	($1,785.00)	$0.00	One-time

EHR

Product	Volume	Price	Discount	Total	Fee Type
EHR Cardiac Monitor Integration - Multi-Agency	17000 Incidents	$1,619.00	($242.85)	$1,376.15	Recurring
EHR CAD Integration - Multi-Agency	17000 Incidents	$3,744.00	($561.60)	$3,182.40	Recurring
ESO EHR Suite - Multi-Agency	17000 Incidents	$31,613.00	($4,741.95)	$26,871.05	Recurring
EHR Setup & Online Training	3 Sessions	$1,785.00	($1,785.00)	$0.00	One-time

On Demand Learning

Product	Volume	Price	Discount	Total	Fee Type
On Demand Learning	162 Employees	$3,995.00	($599.25)	$3,395.75	Recurring

Personnel Management

Product	Volume	Price	Discount	Total	Fee Type
Personnel Management	94 Employees	$3,195.00	($479.25)	$2,715.75	Recurring

Total Recurring Fees	$	58,716.00
Total One-Time Fees	$	15,535.00
Discounts	$	(24,342.40)
TOTAL FEES	$	49,908.60

6. All the Fees above will be invoiced by ESO as follows:

   6.1. Training and Training Travel Fees shall be invoiced on the Effective Date.

   6.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.

   6.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

EXHIBIT B
SUPPORT SERVICES ADDENDUM

1. **DEFINITIONS**. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).

1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).

1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).

1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

1.4. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.

1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

1.6. "Update" means an update or revision to Software, typically for Error Correction.

1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,

messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@eso.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

3.1. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

3.2. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

3.3. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

3.4. Severity 4 Error. ESO shall (i) provide an Initial Response within seven calendar days.

4. **CONSULTING SERVICES**. If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

5. **EXCLUSIONS.**

5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

6. **MISCELLANEOUS**. The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT C
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date: 9/30/2021
Invoice # ESO-61532

Terms Net 30
Due Date 10/30/2021
PO#

Bill To

Flagstaff Fire Dept. (AZ)
Accounts Payable
211 West Aspen, Dept 801
Flagstaff AZ 86001
United States
shawn.armour@flagstaffaz.gov

Ship To

Flagstaff Fire Dept. (AZ)
Accounts Payable
Flagstaff
AZ 86001
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
ESO Fire Incidents	10/2/2021	10/1/2022	6	Stations	$6,170.00	$925.50	$5,244.50
Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.							
ESO Inspections	10/2/2021	10/1/2022	6	Stations	$2,720.00	$408.00	$2,312.00
Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.							
ESO Properties	10/2/2021	10/1/2022	6	Stations	$2,370.00	$355.50	$2,014.50
Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).							
Fire Incidents NFIRS Data Import			17,000	Incidents	$9,995.00	$9,995.00	$0.00
Data migration from previous RMS platform.							
Properties/Inspections Data Import			6	Stations	$1,970.00	$1,970.00	$0.00
Data migration of Properties data and inspection reports into ESO's Properties and Inspections applications from a previously used RMS.							
Telestaff Integration	10/2/2021	10/1/2022	17,000	Incidents	$1,995.00	$299.25	$1,695.75
Integration with Telestaff Rostering to place staff on the appropriate calls.							
ESO Activities - Fire and Fire/EMS Agencies	10/2/2021	10/1/2022	6	Stations	$1,295.00	$194.25	$1,100.75
Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.							
Personnel Management	10/2/2021	10/1/2022	94	Employees	$3,195.00	$479.25	$2,715.75
Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.							
EHR Setup & Online Training			3	Sessions	$1,785.00	$1,785.00	$0.00
Webinar Training Session							
Fire Setup & Online Training			3	Sessions	$1,785.00	$1,785.00	$0.00
Setup and Webinar Training Session for ESO Fire.							
On Demand Learning	10/2/2021	10/1/2022	162	Employees	$3,995.00	$599.25	$3,395.75
Unlimited, online training for all ESO products.							
ESO EHR Suite - Multi-Agency	10/2/2021	10/1/2022	17,000	Incidents	$31,613.00	$4,741.95	$26,871.05
Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.							

Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date: 9/30/2021
Invoice # ESO-61532

Terms Net 30
Due Date 10/30/2021
PO#

Item	From	To	QTY	UOM	List Amount	Discount	Total
EHR CAD Integration - Multi-Agency	10/2/2021	10/1/2022	17,000	Incidents	$3,744.00	$561.60	$3,182.40
Enables integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.							
EHR Cardiac Monitor Integration - Multi-Agency	10/2/2021	10/1/2022	17,000	Incidents	$1,619.00	$242.85	$1,376.15
Enables import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited heart monitors.							

Invoice Message:

Remit Payment to:

ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Total (Without Tax):	$49,908.60
Tax:	$4,582.09
Grand Total:	$54,490.69
Amount Paid/Credit:	$1,280.90
Total Recurring:	$49,908.60
Total One-Time:	$0.00
Invoice Balance:	$53,209.79

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

Tax ID: 36-4566209

Pay Online

For a 3% fee, pay via Card

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/2589276/?amount=5612541.07

Pay via Online Bank Transfer

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/2589276/?card=false

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brian Huntzinger, Water Production Manager
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Approval of Contract: The Contract for Services and Materials with Viking Painting, LLC in the amount of $225,000 for Maintenance and Painting of the Backwash Tower at the Lake Mary Water Treatment Plant.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Materials and Services with Viking Painting, LLC in the amount of $225,000 for Maintenance and Painting of the Backwash Tower at the Lake Mary Water Treatment Plant; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The 200,000 gallon Backwash Tower at the Lake Mary Water Treatment Plant (LMWTP) is in need of a new paint job. The Backwash Tower was constructed in 1965 and any previous painting projects in or on the tower are unknown. The paint inside the Backwash Tower is failing and in need of replacement. The Backwash Tower is a single point of failure for surface water production, providing both the supply and pressure required to backwash (run water backwards) through any of the four dual media filters at the LMWTP. The Backwash Tower is elevated and a large confined space. This type of project requires specific skills from professional painting contractors.

Financial Impact:

Funding for the painting project was approved in FY 2021-2022 for the Water Production Section at $175,000 in account 202-08-301-1011-0-4224. The remainder of the cost will come from account 202-08-301-1020-0-4405 ($50,000) using unspent funds from Continental Well Upgrades Project, which was completed in FY 2021-2022.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative Infrastructure: 1. Deliver outstanding services to residents through a healthy, well maintained infrastructure system. 2. Utilize existing long-range plan(s) that identify the community's future infrastructure needs & all associated costs.

Carbon Neutrality Plan

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future. CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Regional Plan

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources. Policy WR.2.2. Maintain and develop facilities to provide reliable, safe, and cost effective water, wastewater, and reclaimed water services.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Approve the Contract for Maintenance and Services with Viking Painting, LLC in the amount of $225,000; or
2. Do not approve the Contract for Maintenance and Services with Viking Painting LLC and direct staff to conduct another solicitation for the painting project; or
3. Reject any maintenance and painting and direct staff to decommission the current Backwash Tower entirely to replace it with a new one. Staff does not recommend this option as there will be significant additional costs.

Background/History:

The City relies on water from two major sources for potable water production: groundwater and surface water. Surface water from Upper Lake Mary is conventionally treated at the LMWTP. After coagulation, flocculation and sedimentation, surface water passes through one of four dual media filters. Filters are routinely washed by running air and water backwards through them. The supply and pressure for these water washes comes from the Backwash Tower at the LMWTP. The paint inside the Backwash Tower is in severely deteriorated condition, failing and contains lead. It is unknown if the interior paint is original from 1965 when both the Backwash Tower and sedimentation basins at the LMWTP were constructed.

Purchasing staff published an Invitation for Bids (IFB) solicitation for LMWTP Backwash Tower Maintenance and Painting in the Arizona Daily Sun on May 1 and May 8, 2022. Staff posted the IFB to the City of Flagstaff's PlanetBids Website on April 26, 2022. On May 18, 2022, the City received six (6) Bids from bidders. Upon a review from the Water Production Section and the Procurement team, Viking Painting, LLC was deemed the lowest responsible responsive bidder and was chosen to present to City Council for award.

The follow is the list of contractors that bid on LMWTP Backwash Tower Maintenance and Painting IFB

Viking Painting, LLC	$225,000.00
Pittsburg Tank & Tower Maint.Co.	$223,805.00 (Deemed non-responsive: bid did not include all line

items required)

INSPEC COATINGS, INC.	$249,000.00
TMI Coatings, Inc.	$288,700.00
Riley Industrial Services, Inc.	$377,552.00
Arizona Coating Applicators, Inc.	$744,000.00

Expanded Financial Considerations:

Surface water production through the LMWTP (utilizing the Backwash Tower) has a significantly less electrical demand and cost compared to groundwater production; representing 1/5 to 1/3 the electrical cost of groundwater production. In 2020, slightly over 1 billion gallons of surface water was produced (about 40% of total). This significantly offset both the electrical and groundwater demand. Conducting maintenance and painting the Backwash Tower at the LMWTP will allow the Water Production Section to continue to maximize surface water production when it is available.

Community Benefits and Considerations:

Rehabilitation of the Backwash Tower at the LMWTP through the maintenance and painting by Viking Painting, LLC will enable the Water Production Section to continue to maximize surface water production, when available, preserving our groundwater supplies for times when it is not.

Attachments: Contract 2022-35

CONTRACT FOR SERVICES AND MATERIALS
FOR THE CITY OF FLAGSTAFF
Contract No. 2022-35

This Contract is entered into this _____ day of _____, 2021 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Viking Painting, LLC, a Nebraska Limited Liability Company, DBA Viking Industrial Painting ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide services and materials;

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

1. Scope of Work: Contractor shall provide the services and materials generally described as follows:

   Lake Mary Water Tower Maintenance and Painting

   and as more specifically described in the Scope of Work attached hereto as ***Exhibit A***.

2. Compensation: Contractor shall be compensated **two hundred twenty-five thousand and zero dollars ($225,000)** for the services and materials provided pursuant to the Bid schedule identified in the Scope of Work attached hereto as ***Exhibit A***. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A***.

4. Contract Term: Scope of Work to be completed within a one (1) year. Due to seasonal demands all work must be completed and the tank placed back on-line prior to May 30, 2022 or after August 30th, 2022.

5. Extension or Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

6. Extension or Renewal for Procurement: The City may unilaterally extend or renew this Contract for up to four additional ninety-day terms to allow for procurement processes upon the completion of the term of the Contract. The City Manager or his designee (the Purchasing Director) shall have authority to approve extension on behalf of the City.

7. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

   To the City:
   Emily Markel
   Senior Procurement Specialist
   City of Flagstaff
   211 W. Aspen Ave.
   Flagstaff, AZ 86001
   emarkel@flagstaffaz.gov

   To Contractor:
   Dominic Pederson
   Viking Painting, LLC
   PO Box 24162
   Omaha, NE 68124
   dominic@viptanks.com

With a copy to:
Brian Huntzinger
Water Production Manager
City of Flagstaff
4500 Lake Mary Rd
Flagstaff, Arizona 86001
BHuntzinger@flagstaffaz.gov

With a copy to:

8. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

Scope of Work

This project shall consist of painting the interior of the 200KG welded steel Lake Mary Water Treatment Plant (LMWTP) Backwash Tower/Tank. The scope of the work includes abrasive blast cleaning of the interior of the tank, proper disposal of the removed paint and blasting material and painting the interior of the tank. In general, the work includes all labor, materials, tools, scaffolding, and equipment whether of a permanent or temporary nature, and all operations necessary and required in connection with painting or repainting of all required surfaces. An alternative or addition may include the application of an overcoat system to the exterior of the tank.

The LMWTP Backwash Tower is an important component of the Flagstaff water system and it is the intention of the OWNER to perform the work on the project in the shortest time possible so that the system can be returned to full working order as soon as possible. The OWNER is requiring that the project commence as soon as possible and without interruption until completion. Sixty (60) calendar days from the contract date will be allotted for the completion of the LMWTP Backwash Tower project. Once the Contractor has moved onto the job, they will not be permitted to leave the project until its completion. Delays due to weather will be permitted as determined by the City and the completion time adjusted accordingly. It is the intention of these specifications to provide selected paint materials and the degree of workmanship required to produce a first-class painting job. Painting shall be done at such times as the Contractor and the City may agree upon in order that a completely satisfactory paint job is obtained. All painting shall be done strictly in accordance with these specifications and manufacturer's recommendations and shall be performed in a manner satisfactory to the City.

The work of this section includes all labor, materials and equipment, whether of a permanent or temporary nature, and all operations necessary and required in connection with cleaning, painting, and finishing of all surfaces and items specified herein or evidently required to complete the work. The work includes: 1. Mobilization and demobilization to tank site; 2. Abrasive blast cleaning and prepping the interior surfaces of the tank; 3. Proper disposal of the removed paint and blasting material; 4. Painting of the interior of the existing 200KG LMWTP Backwash Tower/Tank.

Existing Storage Tank

The LMWTP Backwash Tower/Tank is a 200,000gallon welded steel tank with a usable storage height of 30 feet and a diameter of approximately 36 feet. It was constructed in 1965, with a rectangular roof hatch 2' square, and a 2' diameter roof vent. There are two exterior ladders with terminations approximately 50 feet and 70 feet above grade. The tank's body is constructed of welded steel. Cathodic protection currently exists. During the rehabilitation of the tank the cathodic protection systems shall be removed. After tank rehabilitation is completed the cathodic protection system shall be replaced but left off-line until the one-year anniversary inspection is completed. After the one-year anniversary the contractor shall reconnect the cathodic protection system.

Delivery of Materials

The Contractor is responsible for all costs associated with the safe loading, delivery and unloading of all materials and equipment to the jobsite.

Working Hours

Work on weekends will be considered only after the City has given prior written permission. The hours during which weekend work is conducted will be specified in written correspondence from the City of Flagstaff Water Services Division.

Inspection

NACE level III inspection services will be the responsibility of the Contractor and conducted by a third party if necessary. Inspection services shall be conducted on the following schedule:

1. After the surfaces have been blasted and surface preparation is complete.

2. After prime coat application is complete.

3. After finish coat application is complete.

4. After system coating is complete with Holiday inspections and/or as noted in the pre-construction meeting.

The Contractor shall submit to the City a detailed schedule for the painting work no less than 7 calendar days before the work is scheduled.

One Year Inspection

Approximately 12 months after the completion of the rehabilitation (painting) of the LMWTP Backwash Tower and placing it back on-line a one-year anniversary inspection shall be completed. The one-year anniversary inspection will be conducted by a representative of the Contractor a representative of the paint Manufacturer and a representative of the City. The representative of the City will be a third party and will be hired by the City under a separate contract. Therefore, all costs associated with the representative of the City for the one -year anniversary inspection are not included in this contract. The City will drain the tank, and the Contractor is responsible for participating during the inspection, making any needed repairs, and disinfecting the tank after the one-year inspection is completed. The City shall provide the water for filling the tank for disinfection at no cost to the Contractor. Due to seasonal demands all work must be completed and the tank must be placed back on-line no later than May 30, 2022.

Painting General

Heating and Dehumidification

The Contractor shall be responsible for providing any and all heat and dehumidifiers required to maintain minimum specified conditions to complete the work on schedule; but is not a requirement.

Working Conditions

1. No work will be performed on Saturdays, Sundays, Holidays, or after dark without previous written permission of the City.

2. Under no circumstances will any abrasive blasting or painting operation be conducted when the relative humidity is 85% or above, when the temperature is within 5 degrees of

the dew point, or when the surface of the steel is wet. No work is to be done during damp, foggy weather or when it is raining.

3. The interior of the tank shall be adequately lighted at all times during the abrasive blasting and painting process, using explosion-proof floodlights. Lights are to be so arranged as to illuminate the immediate area where work is in progress.

4. At all times, the Contractor will provide ventilation inside the tank throughout the course of the work as required to meet manufacturers minimum application and curing requirement and to maintain a vapor-free condition. The Contractor will use exhaust fans; either explosion proof electrically operated or air driven. The fans shall have sufficient capacity to hold vapor concentrations below 4% of the lower explosive limit as determined with an approved explosion meter which will be supplied by the Contractor and available on-site at all times. Fans shall be kept in operation whenever workmen are in the tank and as long as may be necessary for proper application and curing of the coatings. Ventilation shall meet at least minimum safety requirements appropriate to thinners or chemicals used. During application of the coating system, provide a minimum of 10 air changes per hour. Where this is not feasible due to the size of the tank or limitations in the number of manhole openings then provide suction ductwork extending to areas of heaviest concentrations including the lowest levels of the tank. Ventilate tanks thoroughly during abrasive blasting and during application and curing of the coating. Provide heating, cooling or dehumidification if required to satisfy special conditions.

If authorized by the City or the City’s representative, fans shall operate overnight during drying times or complete applications. All openings in the structure shall be kept open whenever possible during the progress of the work. Extreme care and precautions must be taken by the Contractor that the dust in the air resulting from the abrasive blasting of interior areas will not damage surrounding property or cause adverse dust problems to others. The Contractor shall synchronize his work with favorable weather conditions and wind flow directions.

5. Proper spray techniques, where specified, shall be followed at all times. Only competent workmen, experienced in the application of the specified coatings, shall operate spray equipment. The use of pole guns or spray gun extensions exceeding 12" is prohibited. Brushes shall be used to work paint into cracks, corners, or "blind" spots not adequately painted by spray. The rigging used in painting this tank will be left in position, in order that all surfaces may be observed after the coatings have cured.

6. The Contractor is to be aware that all cleaning operations are to conform to all federal, state and Local regulations. If elevated lead and/or other toxin levels are discovered by any of the governing agencies, the Contractor will be solely responsible and be prepared to contain and dispose of these materials in an established fashion which meets with the written approval of these governing agencies. The Contractor shall assume all costs in meeting these governing agencies' requirements and shall not delay or suspend any abrasive blasting or painting operations in the process. The cleaning operations will also be regulated by wind velocity and/or direction. Abrasive blasting and/or painting operations may be suspended by the on-site observer or the Owner if in their opinion the wind is adversely affecting the quality of the work being performed. Failure to comply with the regulations stated herein shall be cause to suspend the Contractor's work at no further cost to the City, until the containment operation functions within the stipulated requirements.

Safety & Health Requirements

1. This project is subject to all of the Safety and Health Regulations (29 CFR Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24,1974, as well as 29 CFR 1910 Permit Required Confined Spaces for General Industry: Final Rule and the Contract work hours and Safety Standards Act (40 U.S.C. 327 et. seg.) as supplemented by the Department of Labor Regulations (29 CFR Part 5). The Contractor is urged to become familiar with the requirements of these regulations.

2. The Contractor shall comply with the requirements and standards of the William's-Steiger Occupational Safety and Health Act of 1970 and all other state and local laws, ordinances, codes, etc., governing all work to be provided under the Contract documents.

3. The Contractor is to have a qualified Confined Space Entry Program in place at the work site in accordance with OSHA Regulation 29 CFR 1910 as amended. This program is to include all permits, forms, documentation, air sampling and monitoring devices as well as all applicable safety and communication equipment necessary to be in compliance with the above referenced regulations.

4. General: In accordance with requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals, the Contractor shall provide and require use of personnel protective lifesaving equipment for persons working in or about the project site.

    A. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work during sandblasting shall wear eye and face protection devices and air purifying, half mask or mouthpiece respirator with appropriate filter. Barrier creams shall be used on any exposed areas of skin.

    B. Ventilation: Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.

    C. Illumination: Adequate illumination shall be provided while work is in progress, including explosion proof lights and electrical equipment. Whenever required by the City, the Contractor shall provide additional illumination and necessary supports to cover all areas to be observed. The level of illumination for observation purposes shall be determined by the Contractor.

    D. Temporary Ladders and Scaffolding: All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the City to facilitate observation and be moved by the Contractor to locations requested by the City.

Sanitary Requirements

The Contractor and all workmen employed by him shall conduct all operations in a clean and sanitary manner. No nuisance shall be committed in a tank; the workmen shall either use proper waste receptacles or leave the tank whenever necessity arises. The Contractor shall make arrangements for portable sanitary facilities to be located onsite.

Protection of Surrounding Property

The Contractor shall be responsible for protection of all other property surrounding the tank and guarantee by use of the necessary precautions against any damage to same caused by falling materials or paint. In any case where property is damaged, the Contractor shall correct same prior to any payment.

Personnel Supervision of Contractor

The Contractor or his duly authorized and approved representative shall give personal attention to the fulfillment of the Contract. The Contractor shall have on the work site, at all times, a competent, English speaking representative authorized to receive and execute any orders or directions of the City and/or any emergency personnel. The representative should also accept any notices given to the Contractor under the provisions of the Contract.

Application

The Contractor shall apply the paint to the tank by the method which protects surrounding property or equipment.

The Contractor should note that the paint manufacturer or the City does not assume any responsibility for damage to property or equipment. Accordingly, the Contractor is hereby given notice that he shall be required to use the utmost precaution and to take special care in the method and manner of applying the paint to the structures and facilities of the City. Furthermore, by the execution of this Contract to paint the structures and facilities in question, the Contractor shall be deemed to have agreed to indemnify and save harmless the City, from and against any and all liability and cost, which the City may incur as the result of any damage to property of any nature in the surrounding area, attributable to and /or caused by the application of the paint to the structures and facilities of the City. Paint thickness and methods of application shall be as specified. If the thickness of the coatings is less than that specified, additional coats will be required.

Containment Equipment and Air Quality Monitoring

1. Equipment shall efficiently entrain contaminants resulting from the abrasive blasting operation so that they will not be discharged into the ground nor travel beyond the immediate tank site area and will remain within the allowable limits prescribed by the governing agencies.

2. Monitoring of containment system efficiency shall be performed by the City or the City’s Consultant through the observation of visible emissions in accordance with 40 CFR 60, Appendix A, Method 22. Visible emissions are permitted from the containment system at the frequency and duration's specified below provided the emissions do not extend beyond the City’s property line.

3. Level 2 Emissions - Random emissions of a cumulative duration of no more than 5% of the workday (e.g., 24 minutes in an eight hour workday).

Submittals

1. Schedule: Prior to ordering any coatings or doing any field work, the Contractor shall submit to the City complete listing of all products he intends to use, indicating the surfaces and areas for each product, and stating the number of coats and the dry film thickness (DFT) of each coat. Such schedule shall be submitted sufficiently in advance of field work so as to allow the City to prepare a color scheme. All coatings to conform to materials outlined herein.

2. Color Cards: A minimum of 6 color cards showing the manufacturers complete color selections shall be submitted. The Contractor shall note that the project may require custom colors.

3. Performance Criteria: Performance criteria indicating the proposed coating meets or exceeds ASTM test requirements for abrasion resistance, chemical resistance, adhesion, accelerated weathering, and any other pertinent test methods associated with water tank interior and exterior coating performance.

4. Failure to include items 1, 2, and 3 will be considered an incomplete submittal.

5. The Contractor is to submit preliminary dust control methodology for interior abrasive blast cleaning including designs and procedures in accordance with the Contract Documents. The designs are to conform to the requirements outlined in the SSPC-Guide 6 (CON) and are to be submitted for review and approval.

6. The Contractor is to submit a preliminary construction schedule for completion of the project and abrasive blasting procedure to be used on the project.

Alteration

The City, without invalidating the Contract, may order changes in work consisting of additions, deletions, or modifications, the Contract sum being adjusted accordingly. All such changes in the work shall be authorized by written "Change Order" and signed by the City or authorized agent of the City. The Contract sum may be changed only by "Change Order."

Extra Work and Material

No claims for any extra work or materials will be allowed, unless it is ordered in writing by the City and the price to be paid is agreed upon by a written agreement before the work is done or material furnished.

Legal Requirements

The Contractor shall be fully informed of, and comply with, all laws, ordinances and regulations of the federal, state and municipal governments, which may be in force during the life of the Contract, and in any manner affecting his employees or the conduct of the work or materials used on said work.

General Requirements

1. The Contractor shall examine the specifications and the drawings for the various trades, in connection with painting and finishing, and shall understand that all materials and equipment throughout the work which obviously require a painter's finish, and which are left unfinished by others, shall be painted to completion by the Contractor as a part of the work.

2. All coatings, both interior and exterior, are to comply with all current regulations and standards carrying the appropriate approvals from National Sanitation Foundation (N.S.F.) Standard 61 for Coatings and Linings; and meet current US EPA requirements for Volatile Organic Compounds (VOC) Compliance Level. All coatings shall meet and shall limit VOCs to the maximum allowable under the current OTC VOC Compliant Regulations.

3. Guarantee. It will be the Contractor’s obligation to guarantee his workmanship. Such guarantees shall state the products used will adhere to the surface without peeling and cracking, scaling, alligatoring, blistering, or fading for a period of at least **one year** from the date of acceptance of the painting work. Upon written notice of paint failure by any of the above, or similar reasons, the Contractor shall prepare surfaces, repaint the surface without additional cost to the City. If it is determined that the product chosen was faulty, the Contractor will still have the obligation of removing and replacing the coating without further expense to the City. Should the Contractor have any reservation that the product specified will not perform as intended, he shall so notify the City and shall not proceed with that work until agreement is reached on mutually acceptable products.

Quality Assurance

1. General: Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application and observation throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the City. The City reserves the right to have observation performed by an “City’s Representative” during the project.

2. Competent Workers to be Employed: The Contractor shall employ only competent and skillful men to do the work, and whenever the City shall notify the Contractor in writing that any man on the work is, in his opinion, disrespectful, or otherwise unsatisfactory, the Contractor on receiving such notice shall forthwith dismiss such person and shall not again employ him on any part of the work without the written consent of the City. The Contractor shall also employ a full time supervisor/ foreman, who will be on-site at all times and responsible for the coordination of all activities and schedules between the Contractor and the City as well as the performance of all work outlined herein.

3. Surface Preparation: Surface Preparation will be based upon comparison with "Pictorial Surface Preparation Standard for Painting Steel Surfaces" SSPC-Vis 1- (Latest Version Thereof) Visual Standard for Abrasive Blast Cleaned Steel.

4. Application: No coating or paint shall be applied when the surrounding air temperature of the surface to be coated or painted is below manufacturers printed instructions; to wet or damp surfaces or in rain, snow, fog or mist; when the surface temperature is less than 5

degrees Fahrenheit above the dewpoint; when it is expected the air temperature will drop below recommended temperatures six hours after application of coating or paint. Dewpoint shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with US Department of Commerce Weather Bureau Psychrometric Tables.

5. Thickness and Holiday Checking: Thickness of coatings and paint shall be checked with a non-destructive, magnetic type thickness gauge, which shall be supplied by the Contractor and available for use at the site in accordance with SSPC-PA #2. Dry film measurement should be performed in accordance with SSPC – PA 2 measurement of dry paint thickness with magnetic gages. Use an instrument such as a Tooke Gage if a destructive tester is deemed necessary. Coating integrity of interior coated surfaces shall be tested with an approved observation device. Holiday detection shall be performed after the coating has been allowed to cure for a minimum of three (3) days to allow for solvents to flash off. The City reserves the right to use a low voltage holiday detector supplied by the Contractor to check the finished paint film integrity. Nondestructive holiday detectors meeting the voltage recommended by the manufacturer of the coatings system shall be utilized. For thickness between 10 and 20 mils (250 microns and 50 microns) a non-sudsing type wetting agent, such as Kodak Photo-Flo, shall be utilized. All holidays shall be marked, repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coatings. A Tinker-Rasor Model AP/W is also acceptable.

7. Observation Devices: The Contractor shall furnish, until final acceptance of coatings and painting, observation devices in good working condition for detection of holidays and measurement of dry-film thickness gauge and certified instrumentation to test accuracy of holiday detectors.

8. Warranty:

   A. The Contractor agrees to make good, without cost to the City, any defects in the work or parts of the work furnished or built by him, and any damages due to faulty workmanship, on his part, or due to faulty or imperfect materials or equipment furnished by him, which may appear within one year from the "Date of Completion" of the work agreed to under this Contract.

   B. Just prior to the expiration of one year immediately following the "Date of Completion", it is agreed that a representative of the City, a representative of the Contractor and a representative of the Manufacturer, whose paint is used for the work, shall make a complete observation of the tank to determine whether the painting work has stood up satisfactorily. A majority vote of the three parties, making the observation, shall determine whether there are any defects in the Contractor’s work, which he shall repair.

   C. The Contractor shall re-paint the tank or otherwise make good any defects in the work agreed to under this Contract which may be discovered by the aforesaid observation.

   D. THE PERFORMANCE BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.

9. Imperfect Materials: Any defective or any imperfect work or materials furnished by the Contractor, that may be discovered before the final acceptance of the work as established by the OWNER's "Certificate of Completion"' shall be removed immediately even though it has been overlooked by the City and estimated for payment. Any materials condemned or rejected by the City shall be marked so conspicuously and shall, on demand, be at once removed to a satisfactory distance from the work. Satisfactory work or materials shall be substituted for that rejected.

Observation

1. All cleaning and painting shall be subject to routine observation by a representative of the City.

2. The City reserves the right to observe all cleaned surfaces prior to primer application and also each coat of paint prior to subsequent paint application. It is understood that such observation shall be made available to the City at any time during the performance of work. The Contractor will give at least (24) hour notification to the City/City's representative as to insure availability for observation.

3. The Contractor shall correct such work as is found defective under the specification and supply such materials required to make the repairs at his own expense. If the dry film thicknesses of the applied coatings do not comply with the specified dry film thicknesses outlined, the Contractor shall apply additional coats of paint as necessary to insure compliance with the contract specifications, at no extra cost to the City.

4. The Contractor shall maintain adequate and secure rigging facilities for use of the City's Observer. Scaffolding, boatswain chairs, spiders or other rigging, removed prior to observation, shall be replaced at the Contractor's expense, as required by the City for thorough observation of the work. All applicable provisions of OSHA shall be adhered to.

Final Clean Up

Before the final acceptance of the Project, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish, and temporary buildings, shall repair or replace in an acceptable manner other private or public property which may have been damaged or destroyed on account of the prosecution of the work and shall leave the site of the project and adjacent public and private property in a neat and presentable condition wherever his operations have disturbed conditions existing at the time starting work.

Release of Final Payment

1. The payment, for the final amount due under this Contract, shall release the City and every agent or employee of the City, and the agent and employees of any such agent, from any or all claims or liabilities on account of work performed under the Contract or any alteration thereof.

2. The Contractor shall be responsible for any and all damages caused to the surrounding landscaping and the City shall deduct from this Contract amount any damages not compensated by insurance of the Contractor. Payment for final cleaning up and restoration of property, as above provided, will be included in the prices bid for the various scheduled items.

Products

GENERAL

1. Acceptable Manufacturers are:

   A. PPG/Amercoat,

   B. Tnemec Company, and

   C. International/Devoe

2. Coating Systems shall conform to all current regulations and standards carrying the appropriate approvals from N.S.F. (National Sanitation Foundation) Standard 61 for Coatings and Linings. All coatings, both interior and exterior, shall meet all current U.S.E.P.A Requirements for V.O.C. (Volatile Organic Compounds) Compliance Level.

3. All materials shall be brought to the jobsite in original sealed containers. They shall not be used until the City has observed contents and obtained data from information on containers or label. Materials exceeding storage life recommended by the manufacturer shall be rejected.

4. All coatings and paint shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings or paint must be stored to conform with City, county, state and federal safety codes for flammable coating or paint materials. At all times, coatings and paint shall be protected from freezing.

5. Paint Coordination:

   A. Provide finish coats which are compatible with the prime coats actually used.

   B. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various sub-strata.

   C. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.

   D. Provide barrier coats over non-compatible primers; or remove the primer and re-prime as required.

   E. Notify the City in writing of anticipated problems in using the specified coating system over prime coatings supplied under other Sections.

   F. Apply paint of specified Dry Film Thickness (DFT), which thickness shall be absolute minimum coverage at any point of measurement.

Painting

1. Tank Interior Coating System:

Surface preparation for steel shall be as defined by the Steel Structures Painting Council (SSPC). The surface preparation shall be performed in accordance with an SSPC-SP 10 Near White Metal Blast Cleaning. The abrasive will be garnet (Barton 30 X 60 for example). Field cleaning for all surfaces shall be dry abrasive blast method unless otherwise directed. Abrasives used in blast cleaning operations shall be conducted in accordance with the manufacturer's recommendations. Pitted surfaces along the interior of the existing storage tank shall be abrasive blasted, observed by the City's field representative, and repaired, if necessary, as outlined herein. After repairs have been performed, all areas should be re-cleaned to an SSPC-SP #10. The degree of abrasive blasting is to result in a surface profile compatible with the coatings to be applied. The manufacturer's minimum and maximum profile requirements will be strictly adhered to, therefore the Contractor is cautioned to use the appropriate size and type abrasive as well as the proper velocities to achieve the required profile. The surface cleanliness and profile will be measured and recorded.

Unless restricted by environmental regulations all abrasive blasted surfaces will be blown clean of dust and abrasive blast residue, prior to priming, with compressed air which is completely free of moisture, oil and other detrimental contaminants. This procedure will be repeated after all surfaces are primed and before the application of subsequent coats of paint.

All cleaned surfaces will be primed within 8 hours and before rusting occurs. In the event rusting of the steel does occur, prior to priming, these areas will have to be re-cleaned to the degree originally specified.

A. Surface preparation for non-ferrous metals shall consist of a solvent wipe to remove grease and dirt followed by any pretreatments specified.

B. **Prime** and **Finish** Coats will be from one of the following manufacturers:

    i. PPG Amercoat Amerlock 2

    ii. Tnemec Series N140FC

    iii. International Devoe 233H

C. **Prime Coat**: Applied at 6.0-8.0 mils dry film thickness.

D. **Stripe Coat**: Applied at by brushing (not sprayed or rolled) and is the same color as the finish coat.

E. **Finish Coat**: Applied at 6.0-8.0 mils dry film thickness.

F. **Finished System**: 12.0-16.0 mils dry film thickness.

G. The finished coating system will be dry film thickness tested in accordance with SSPC-PA 2 and holiday detected below the top capacity limit.

Tank Exterior Coating System:

Surface Preparation shall be as defined by the Steel Structures Painting Council (SSPC). The surface preparation shall be performed in accordance with an SSPC-SP 4 Low Pressure Water Jetting. The surface cleanliness and profile will be measured and recorded.

A. **Prime Coat** will be from one of the following manufacturers:

   i. PPG Amercoat Amerlock 2

   ii. Tnemec Series N140FC or Series 135 Surface Tolerant Epoxy

   iii. International Devoe 233H

B. **Finish Coat** will be from on of the following manufacturers:

   i. PPG Pithane Semi Gloss

   ii. Tnemec Series 1095 Endurashield II Semi Gloss

   iii. International Devoe Devthane 378 Semi Gloss

C. **Prime Coat**: Applied at 4-6 mils dry film thickness.

D. **Finish Coat**: Applied at 2-3 mils dry film thickness.

E. **Finished System**: 6-9 mils dry film thickness (not including existing paint).

2. The finished coating system will be dry film thickness tested in accordance with SSPC-PA 2.

Painting

1. All paints and coatings shall be applied strictly in accordance with the manufacturer's instructions with regard to surface preparation, pretreatments, mixing and thinning, temperature of material and substrate, curing or drying times before recoating, and all similar recommendations. Where pretreatments or subsequent coats required for film build with the products specified are omitted by virtue of the manufacturer's recommendations, a credit will be taken by the City for each coat omitted.

2. No painting shall be done when temperatures are below 20°F, and no epoxy painting shall be done when temperature is less than 20°F. In general, the temperature shall be as recommended by the manufacturer in the product data sheets.

3. Manufacturer's Product Data Sheets are to be incorporated as part of this specification and the Material Safety Data Sheets (MSDS) on all applicable paint materials and solvents shall be available and posted prior to commencement of work.

4. All painting practices shall be in complete accordance with the normal standards of good painting practice as outlined by the Steel Structures Painting Council in the SSPC Manuals Volume 1 and 2.

5. Any areas not finished to the complete satisfaction of the City or City's representative shall either be removed and re-applied (all coats) or shall be given extra coats at his direction, to bring the total film thickness up to a minimum of dry mils.

6. The manufacturer's recommended drying time and application procedure will be strictly adhered to.

7. The coatings are to be cured in accordance with Manufacturer's recommendations, at the end of which time a solvent rub test will be performed to test the state of cure. If the coatings are not fully cured additional cure times will be outlined.

8. The City shall select the color(s) of the finish coats from color charts submitted by the Contractor. The intermediate and finish coat colors shall have sufficient color contrast to act as an indicator of coverage.

9. Paint System:

    A. Number of coats and thickness requirements will vary with substrate, application method and exposure. The Contractor shall comply with requirements as stated by manufacturer.

    B. All interior coatings are to be applied by spray method. In addition, the stripe coat of paint will be brush applied to all weld seams, lap seams bolted connections, angles and areas of pitting and pitted areas in order to ensure total coverage.

    C. Exterior coatings will also be spray applied.

    D. No excessive spray dust or solvent entrapment will be allowed in the completed paint system.

    E. Forced ventilation will be required during and post painting operations.

General

1. The Contractor, in submitting his bid, acknowledges that he is aware of the importance associated with the containment and disposal requirements and that he accepts the responsibility for providing environmental protection to the satisfaction of the City and the state and local governing agencies.

2. All surface preparation, coating and painting shall conform to applicable standards of the Steel Structures Painting Council, and the manufacturer's printed instructions. Materials applied prior to approval of the surface by the City shall be removed and reapplied to the satisfaction of the City at the expense of the Contractor.

3. Dust, dirt, oil, grease or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.

4. Coating and painting systems include surface preparations, prime coating and finish coatings. Unless otherwise specified, prime coating shall be field applied. Where prime coatings are shop applied, the Contractor shall instruct suppliers to provide the prime

coat compatible with the finish coat specified. Any off-site work which does not conform to this specification is subject to rejection by the City.

5. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air.

6. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight (8) hour workday. Any cleaned areas not receiving a first coat within an eight (8) hour period or is exhibiting “Rust Bloom” shall be re-cleaned prior to application of the first coat.

Waste Disposal

1. The Contractor is responsible for the proper and legal disposal of all cleaning particulate at the completion of the surface preparation phase of the project. The disposal of the cleaning particulate as well as all paint containers shall conform to all federal, state and local agency regulations for disposal of such debris as outlined below.

2. On-site treatment of any hazardous material will be allowed providing it complies with acceptable methods and practices as outlined by EPA regulations.

3. The Contractor will NOT be allowed to use recyclable abrasives.

Worker Protection

1. The Contractor shall minimize exposure through the use of engineering controls, proper protective equipment and good work practices.

2. The Contractor will be responsible for development and implementation of a worker protection program.

3. The Contractor will also provide the City’s Observer with appropriate respirators, in addition to all other safety equipment he/she might require while on the job site.

Items to be Painted

1. It is not the objective of this specification to name every item which will require a painter's finish. Where items are noted, it is intended that all items of a similar material shall have the same decorative or protective coating within the same space or use area of the facility. However, as a guide to the Contractor, the following list is given as typical of the items and surfaces requiring painter's finish:

   A. The interior of the steel storage tank and appurtenances.

   B. Exterior of steel tank and appurtenances.

2. All painting and/or coatings required for piping systems shall be applied prior to introduction of liquids to the piping systems. It will be the Contractor's responsibility to coordinate his schedule to ensure the above requirement is met.

Testing

The City reserves the right to require holiday testing. A Tinker Rasor Model AP-W will be utilized.

Disinfection

1. The tank shall be disinfected in conformance with the requirements of applicable AWWA Standards. Following completion of painting, curing and acceptance, the Contractor shall disinfect the tank prior to returning it to service. Disinfection and sampling shall be performed in accordance with these specifications, the requirements of the State/County Department of Health, the City, and the latest revision of AWWA C652-02 and will be the sole responsibility of the Contractor. The Contractor will supply all the necessary equipment and materials for this procedure, and copies of the test results shall be provided to the City. All exterior surfaces of the water storage tank shall be cleaned thoroughly using a high-pressure water jet, sweeping, scrubbing, or equally effective means.

2. All water, dirt and debris accumulated in this cleaning operation shall be removed before disinfecting.

3. Chlorination shall be by any of the three methods described in AWWA C652 Method 2. *Amounts of chemicals required to neutralize various residual chlorine concentrations in 100,000 gal (378.5 m^3) of water.

4. The Contractor shall chlorinate and fill the tank, let stand for 24 hours, drain and dechlorinate the water to waste properly, then refill the tank. The water will stand in the tank for a minimum of 24 hours before a sample is taken.

5. After the chlorination and final flushing and before the tank is placed in service, the City, will be responsible for bacteriological testing. The results of the bacteriological testing must indicate no coliform contamination before the tank can be placed back into service. If contamination is indicated, the disinfection procedure and bacteriological test shall be repeated and accepted before the system can be placed into service.

6. If the initial disinfection and testing fail to produce satisfactory samples, disinfection and testing shall be repeated until two consecutive satisfactory samples have been obtained. When the samples are satisfactory, and upon approval of the State/County Department of Health, and the City, the system may be placed in service. The City reserves the right to require the Contractor to re-disinfect the tank. Should initial disinfection and testing fail, additional water for additional disinfection and testing shall be paid for by the Contractor.

7. Should the disinfection procedure fail to produce satisfactory results after three (3) attempts, the disinfection and sampling procedure will be performed by a qualified independent professional hired and paid for by the Contractor at no additional costs to the City.

Volatile Organic Chemical Analyses

1. The Contractor shall collect samples for volatile organic chemicals on water from the filled tank, to test for proper curing, prior to the tank being placed on-line. The duration of water contact time with the tank prior to sampling shall be approved by the City and shall

be up to one week. Samples are to be collected from the top five (5) feet of water in the tank and the bottom five (5) feet of water in the tank to account for density differences in potential contaminants.

2. VOC Analyses shall be performed by the Contractor at a state certified laboratory using EPA Method 501/502 or 524 for testing volatile organics in drinking water at no additional cost to the City. The Contractor to collect from a location approved by the City. Results of the VOC analysis shall be provided to the City.

3. Water quality shall meet the requirements of the City prior to the tank being placed on-line.

4. Should any volatile organic compounds (VOCs) exceed the maximum contaminant levels or if any contaminants are detected at levels of concern, the Contractor shall drain tank, refill and retest until satisfactory results are obtained at the discretion of the City. Should VOC and contaminant testing fail, additional water for refilling and retesting shall be paid for by the Contractor.

Bid Schedule following

Attachment A
CITY OF FLAGSTAFF
Lake Mary Water Tower Maintenance and Painting
BID NUMBER 2022-35

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A,* AND ATTACHMENT A - MAP AND SPECIFICATIONS ATTACHED TO THE SCOPE OF WORK, FOR REQUIRED MATERIALS. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL MATRERIALS SPECIFIED IN THIS SOLICITATION.

Explanation of Bid Items

Abrasive Blast Cleaning, Coat & Paint Interior Surface and Disposal. The lump sum price shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary to complete the Work, including heating of the tank and dehumidification, if necessary.

The lump sum bid price shall include all work related to abrasive blast cleaning, preparation, painting, disinfection, and removal and disposal of waste material. The Bid includes costs associated with the anniversary (one year) inspection.

Additive Alternate 1 Apply Exterior Overcoat System (Paint Exterior Surface)

The lump sum price for Additive Alternate No. 1 shall constitute full compensation for furnishing all labor, materials, tools and equipment, including heating, if necessary, to provide overcoat system to exterior of tank. Exterior surface preparation shall use SSPC WJ4 Low Pressure Water Jetting to remove surface contaminates.

RATE FOR LMWTP TOWER

LMWTP Tower		COST
Project	$	143,700.00
Additive Alternative	$	56,000.00
Application of NSF61/600 approved 100% solids paint (such as Tnemic Series 22, International Devran 133, PPG Novaguard) at 20-30mils for the complete interior paint system.	$	25,300.00

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

Signature of Person Authorized to Sign Bid

President
Title

Rory Sudbeck
Printed Name

05/17/2022
Date

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any 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 evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. WARRANTY: Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

41. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

42. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. IN GENERAL: Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. REQUIREMENT TO PROCURE AND MAINTAIN: Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. MINIMUM SCOPE AND LIMITS OF INSURANCE: The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

b. Umbrella Coverage $2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. ACCEPTABILITY OF INSURERS: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. CERTIFICATES OF INSURANCE: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. POLICIES: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. MODIFICATIONS: Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

9. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Daniel Logan, Solid Waste Collections Manager

Date: 06/01/2022

Meeting Date: 06/07/2022

TITLE:

Consideration and Approval of Contract: A Professional Services Contract WIH Resource Group, Inc. in the amount of $103,472 to complete the final study and analysis of the Materials Recovery Facility (MRF). This work is to confirm the transition of the traditional MRF into a functional transfer station that will best serve the community recycle processing needs.

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Contract with WIH Resource Group, Inc. in the amount of $103,472 to confirm the transition of the traditional MRF into a functional transfer station that will best serve the community recycle processing needs; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City contracts with Norton Environmental, Inc. to operate the Materials Recovery Facility (MRF), which sorts and markets the recyclables collected by the City's Solid Waste Section. The existing contract is set to expire in September 2023 and the City is in the final steps of working through the end of the existing contract. Material collections and recycling material processing is critical for the goals included in the Rethink Waste Plan and Climate Action and Adaptation Plan. Throughout the community recyclables are accepted primarily using curbside and bin collections.

The success of the city's recycling program, collection types, rate, and quality of sorted material is dependent upon the city arrangements for the processing of recyclables and many market conditions that influence the recyclables market. During the October 27, 2020, City Council meeting, the City Council directed the Solid Waste Section to pursue the conversion the existing onsite recycling facility to a transfer of recycled material operation. This direction based on the staff recommendation will likely result in the lowest cost per ton of recyclables sorted, while likely increasing the accepted materials and types thus increasing the city's overall recycling success.

Financial Impact:

Approve the Professional Services Contract with WIH Resource Group, Inc. in the amount of $103,472 from Acct# 211-06-165-0631-0-4424.

The reduced on-site processing and material handling will reduce costs for the overall operations. Processing in a large modern day facility will be more efficient and cost-effective.

Policy Impact:

This action will result in a stronger and more efficient business model in providing our community with a stronger recycle effort, resulting in better community participation.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

PBB Priorities

- Serve the public by providing high quality internal and external customer service
- Implement, maintain, and further the Climate Action and Adaptation Plan (CAAP)

Carbon Neutrality Plan

- Sustainable consumption and waste management: Divert more waste from the landfill.

Regional Plan

- Goal PF.I.7. Develop strategies and take meaningful steps towards extending the life of the landfill.

Has There Been Previous Council Decision on This:

Yes, on October 27, 2020, the City Council directed the Solid Waste Section to hire a consulting firm to assist in the development of a plan for the MRF operations and transfer station.

Options and Alternatives:

Do not approve the contract and plan the MRF transition using city staff or alternative consultants to be determined at a later date but prior to the expiration of the existing contract.

Background/History:

Purchasing staff published a Request for Proposals (RFP) solicitation for the MRF to Transfer Station Transition Project in the Arizona Daily Sun on January 23, and January 30, 2022, and posted the solicitation to the City of Flagstaff's PlanetBids Website on January 13, 2022. On February 7, 2022, the City received one (1) Proposal from a Firm. A five (5) member Evaluation Committee consisting of City staff reviewed and evaluated the Proposal. Based upon the numerical scoring of the Proposal, the Evaluation Committee identified the most qualified Firm for the MRF to Transfer Station Transition Project. The Evaluation Committee chose WIH Resource Group, Inc. and ask that City Council adopt the Professional Services Contract.

Community Benefits and Considerations:

Community benefits include, continued consistent quality residential and commercial recycle collection service at the lowest cost to our community members. The final deliverable of the study will be a smooth transition to the transfer station model, shipping recyclable materials to a facility that has modern, clean, and efficient sorting machinery equipment. Large centralized facilities have the most advanced technologies available in the recycling industry.

Attachments: 2022-45 WIH Group Contract

CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2022-45

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and WIH Resource Group, Inc., an Arizona Corporation ("Firm").

WHEREAS, the City desires to receive and Firm is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Firm (the "parties") agree as follows:

SERVICES

1. Scope of Work: Firm shall provide the professional services generally described as follows:

Coordinate the Transition of the Materials Recovery Facility (MRF) to a Transfer Station

and as more specifically described in the scope of work attached hereto as ***Exhibit A.***

2. Schedule of Services: Firm shall perform all work per the schedule set forth in ***Exhibit A.***

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as ***Exhibit B*** are hereby incorporated by reference by reference and shall apply to performance of this Contract, except to the extent modified in ***Exhibit A.***

4. Key Personnel/Subcontractors: Firm's Key Personnel, Subcontractors (if any), and contact information are designated in ***Exhibit A.*** Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Todd Hanson, Public Works Project Manager or his/her designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.

6. City Cooperation: The City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of three (3) consecutive years.

8. Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

9. Termination: The Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as ***Exhibit B.***

PAYMENT

10. Compensation: Upon satisfactory performance, Firm shall be paid for the materials and services provided not to exceed **one hundred three thousand four hundred seventy-two dollars ($103,472.00)** in accordance with the Scope of Work identified in ***Exhibit A.***

11. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds $50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

12. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Firm may have in the materials it prepares under this Contract, including any right to derivative use of the material.

13. Re-Use: The City may use the City's work product without further compensation to Firm; provided, however, that the City's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the City's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Firm or any third parties without the City's prior written consent.

14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Firm shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Firm in performance of this Contract, whether complete or in process.

INSURANCE

15. Insurance: Firm shall meet insurance requirements of the City, as set forth in ***Exhibit C.***

MISCELLANEOUS

16. Notice: Any notice concerning the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov

To Firm:
Bob Wallace
WIH Resource Group
28528 N. 111TH Way
Scottsdale, AZ 85262
bwallace@wihresourcegroup.com

With a copy to:

Todd Hanson
Solid Waste Section Director
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
THanson@flagstaffaz.gov

17. Authority; Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

WIH Resource Group, Inc.:

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Exhibit A

4.0 (Tab D.) Price - Proposed Cost of Services

Table 5 summarizes the WIH team's proposed level of effort (hours) and cost of service for this project by task. We propose to be compensated on a time-and-materials basis at the hourly rates shown and direct expenses paid at cost and as incurred, without any mark-up. WIH Resource Group's policy is to invoice for services rendered and direct expenses based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks.

Table 5: Price - Cost of Services / Project Budget

Task No.	Task Detail	Hours	Cost
A	Project Admin	12	$ 2,340
B	Data Collection and Review	14	$ 2,680
C	Project Kick-Off Meeting	30	$ 5,710
1.1	Develop Project Timeline	10	$ 1,922
2.1.A	Assess High Value Material Analysis	14	$ 2,696
2.1.B	Opportunites for Local Diverston	38	$ 7,358
	Hard to Recycle / Facility Purposes	22	$ 4,250
2.4	Calculate Transport Cost	12	$ 2,322
	Draft Phase 1 Technical Memorandum	40	$ 7,720
	Total Phase One	**192**	**$ 36,998**
1.2	Research Project Firms	14	$ 2,634
2.1	Assess MRF physical changes	26	$ 4,894
2.2	Research Facility Design Changes	24	$ 4,504
2.5	Equipment Layout for Hard to Recycle / Drop Of	16	$ 2,992
2.3	Dismantle / Equipment Disposition Plan	22	$ 4,130
3.5	Develop Interim Operational Plan	32	$ 6,030
3.4	Assess Staffing Requirements	16	$ 3,032
	Draft Phase 2 Technical Memorandum	44	$ 8,392
	Additional Meetings	24	$ 4,578
	Total Phase Two	**218**	**$ 41,186**
3.1	Assist with RFP for Material Processing	56	$ 10,784
3.2	Contractor Selection	26	$ 4,998
3.3	Solicit Transport Bids	24	$ 4,656
	Total Phase Three	**106**	**$ 20,438**
	Sub Total Project Labor Cost	**516**	**$ 98,622**
	Total Travel Costs		$ 4,850
	Total Project Cost		**$ 103,472**
	Optional Tasks		
2.6	MRF Lighting Enhancement Evaluation	0	$ 2,610
	Total Optional Tasks	**0**	**$ 2,610**

This project cost estimate is based on WIH's experience with similar studies and correlates to the Proposed Scope of Work. WIH is open to modifying our approach and related cost of services upon further discussions with City Staff to meet the project goals. Any related travel expenses that may be required are reimbursable by the City to WIH Resource Group.

5.0 Scope of Work and Project Tasks

Table 6 provides a summary of the work plan, tasks, and subtasks outlined in the City's RFP. The following tasks also outline the proposed scope of work and details for this in-depth project by the WIH Project Team.

Table 6: Summary of Work Plan and Tasks

Task	Description of Task / Subtask
Task A	Project Management & Administration
Task B	Data Collection and Review
Task C	Project Kick-Off Meeting / Site Visit and Staff Interviews
Task 1	**Project Planning**
Task 1.1	Develop Timeline and Implementation schedule for uninterrupted transition to transfer station.
Task 1.2	Research & interview engineering, design, and construction firms for MRF redesign to transfer station.
Task 2	**Facility Changes Planning**
Task 2.1	Assess MRF physical changes needed, and cost estimate and alternatives analysis for consideration.
Task 2.1. A	Conduct a cost/benefit analysis of sorting out high valuable materials before shipping to 3rd party MRF. Include the following in the cost/benefit analysis: • Staffing / personnel needs • Impacts on the price per ton to potential 3rd party MRFs and marketing strategies for materials of less aggregate value. • Identify current inbound material blended value per ton.
Task 2.1. B	Explore partnering with local businesses to divert waste from the landfill and support economic development & identify best practices for providing local entrepreneurs with access to materials from single stream and drop-off collection. Also, investigated best practices for facilitating the startup of new business that divert these materials.
Task 2.2	Conduct assessment to identify best practices to remove the existing sort line from the MRF to the transfer station redesign with minimal disruption of the current operations.
Task 2.3	Determine ethe most cost-effective means for removal of the existing MRF sort line and associated processing equipment, and considering the following alternatives: • Dismantle and scrap the MRF equipment • Execute a sale of the MRF processing equipment • Repurpose the MRF sort line and processing equipment
Task 2.4	Develop trucking payload impacts and an operational cost analysis for transporting the recycled materials loose, bales, compacted on a 3-,5- and 20-year cost projection.
Task 2.5	Determine the spacing and equipment needs for the collection of hard to recycle and hazardous materials including paints, batteries, and electronics through a drop of program on site. Also identify other potential high-value hard-to-recycle materials based on ROI, such as mattresses, film plastics, textiles, paper shredding, etc.
Phase Three	**Operational Transition**
Task 3.1	Draft and issue an RFP or RFI from public and private sector recycling processors.
Task 3.2	Recycling processing operator / contractor selection including:
Task 3.2. A	Determining the ideal operating Agreement lengths.
Task 3.2. B	Assess negotiating with City of Phoenix, entering an IGA, or issuing an RFI/RFP for private sector processing.
Task 3.3	Solicit bids from trucking companies for transportation of the City's recycled materials to selected processor with consideration of findings from Task 2.4.
Task 3.4	Assess and recommend staffing requirements, duties, responsibilities, and planning level cost estimates for operating the converted transfer station.
Task 3.5	Develop interim staffing and operational plan for use while the MRF is being transitioned to a transfer station, including timeline, where the recyclables will be transported for processing during that time and the costs.

Task A – Project Management and Administration

WIH Resource Group's Project Manager, Bob Wallace, will facilitate all project management and administrative functions relating to communications with the client, coordinate the direction of the WIH Project Team Subcontractors, and conduct all administrative functions for the Project and Project Team.

Task B – Data Collection & Review

We will prepare an initial data request to identify specific information to be collected from City staff prior to our first meeting. Once we have received and reviewed the requested data, we will schedule a virtual project team meeting with City staff to discuss the information and gather responses to our initial questions and data request. Once we have received and reviewed the City's preliminary response to the data request, we will schedule the onsite kick-off meeting.

Task C – Project Kick-Off Meeting / Site Visits & Staff Interviews

Once we have thoroughly reviewed the requested information, we will schedule a series of onsite meetings and assessments over two days with appropriate City staff and stakeholders. The kick-off meeting will serve as a mechanism to discuss preliminary findings of the data requested, our research, inventory of the existing data and additional needed data, continue the data collection process through the onsite visits, staff interviews, and observations, and identify project issues, goals, priorities, roles, and responsibilities. We will conduct field observations and tour the city facilities. In addition, interviews will be conducted with City managers / staff, and to collect additional background information to determine at a minimum, but not limited to, the following:

- Understanding and refining the City's overall goals and needs.
- Verifying City management's specific desired outcomes from this project.
- Identifying any unique parameters that need to be addressed as part of the project.
- Opportunities and limitations related to the project's desired outcomes.
- Assessment of existing MRF equipment and condition.
- Facilities operations, location, and personnel knowledge and training.
- Initial facility upgrades and modifications assessment.
- Potential alternatives assessment.
- MRF traffic, volumes, facility needs, operational constraints – current and future growth for the transition planning.

Task 1 – Project Planning

Task 1.1 - Develop a timeline and implementation schedule for an uninterrupted MRF transition.

Task 1.2 - Research and interview engineering, design, and construction firms for MRF redesign and transition to transfer facility.

Task 1 Approach

The realm of companies that manufacture sorting equipment that specialize in updating and transforming MRFs is limited. Therefore, we would invite representatives from those companies to complete a site visit to Flagstaff. The Project Team and City staff will host a facility tour and solicit their input on facility options, level of difficulty, and costs to transform the MRF. (Three of these companies are close to Flagstaff.) Finally, we will develop the overall

project schedule for facility completion, a tentative facility needs list, and a budget for the retrofit for review, input, and direction by City staff.

Task 1. Deliverable: Phase 1 Technical Memorandum with detailed schedule for project completion

Task 2 – Facility Change Planning

Task 2.1 - Assess MRF facility physical changes needed to convert to basic recyclable materials transfer operational facility. Complete a cost estimate and alternatives analysis for consideration.

Task 2.1.A - Conduct a cost/ benefit analysis on the impact of sorting out high value materials before shipping to a MRF.

- Include staffing/personnel needs
- Include impacts on price per ton to potential MRF and marketing strategies for material of less aggregate value.
- Identify current inbound material blended value per ton.

Task 2.1.B - The City and community stakeholders would like to explore opportunities for diverting materials delivered to the future transfer station through new, local businesses.

- Investigate opportunities for partnering with local businesses to divert waste from the landfill and support local economic development.
- Identify best practices for providing entrepreneurs with access to materials from single-stream and drop-off collection.
- Investigate best practices for facilitating the startup of new businesses that divert these materials. Identify other potential high-value hard-to-recycle materials based on ROI, such as mattresses, film plastics, textiles, paper shredding, etc.

Task 2.2 - Conduct an assessment by researching industry best practices to remove the existing sort line and related equipment for the MRF to transfer station redesign with minimal disruption of current operations.

Task 2.3 - Determine what is the most cost-effective means for the removal of existing MRF sort line and associated processing equipment, at a minimum considering the following alternatives:

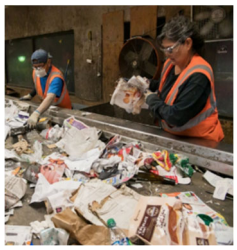
- Dismantle and scrap the equipment
- Execute a sale of the processing equipment
- Repurpose the sort line and processing equipment

Task 2.4 - Develop payload impacts and operational cost analysis for transporting recycled loose, baled or otherwise compacted material on 3-, 5- & 10-year cost projections.

Task 2.5 - Determine spacing and equipment needs to collect specific hard-to-recycle and hazardous materials, including paints, batteries, and electronics, through an onsite drop-off program on-site. Identify other potential high-value hard-to-recycle materials based on ROI, such as mattresses, film plastics, textiles, paper shredding, etc.

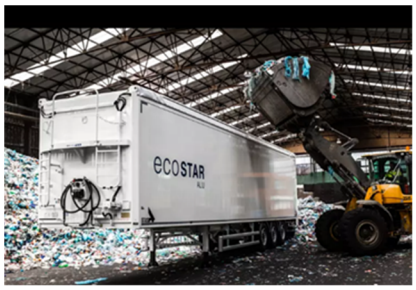
Task 2 Approach

The objective of Task 2 is to reach the decisions necessary to determine the purposes of the MRF facility. Are there opportunities to utilize the under-roof floor space and outside areas to maximize diversion? What is the input from the community on these questions? What local opportunities are available for diversion and what hard-to-recycle materials should be processed by the City?



JRMA, of the WIH Resource Group Project Team, will take the lead on Task 2.1 with the balance of the work completed by other team members. JRMA will evaluate three different loadout alternatives for the commingled recyclables including:

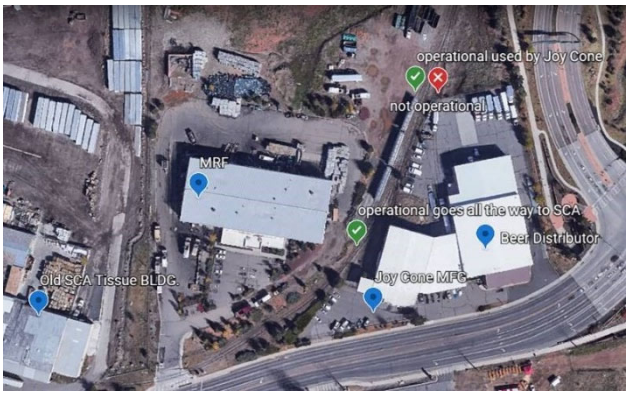
- Baling loose recyclables (commingled plastic/metal/paper) and using the existing loading dock to loadout the bales into trailers. This option assumes a baler system is maintained inside the existing MRF building. The WIHRG team will evaluate the condition of the existing baler infeed and baler to determine if this equipment can be kept as is, requires repairs, or should be replaced.
- Top load commingled recyclables into a walking floor trailer using a loader with sufficient reach to scoop recyclables off the MRF building tip floor and load over the side of a trailer parked inside the building. The JRMA team will confirm whether there's adequate clear height inside the MRF building to back in the walking floor trailer. Our team will also evaluate the need for push walls to facilitate on-floor compaction of the materials to enhance payloads. This option assumes purchase or lease of the appropriate loader needed for to loading operations.



- The third option will involve installation of a conveyor feed system to a compactor. It's assumed the compactor would be located outside the MRF building and along an exterior wall with the feed conveyor system inside the building. This option assumes the purchase of the conveyor feed system and compactor. It also assumes modification to an exterior wall of the MRF building to allow the conveyor system to connect to the compactor feed.

The high-value material analysis will determine if the additional cost of segregating materials in Flagstaff offsets the value received for segregated materials. Additionally, could there be savings on transport costs, or could the equipment necessary for segregation be used for other materials such as hard-to-recycle goods? Facility equipment and floor space requirements decided in this phase will directly impact the facility changes in the following phase.

While Norton has tentatively informed the City of its decision to scrap the existing sort line, we complete an assessment of the equipment to determine if all or parts of the line can be reused, repurposed, or rebuilt in the reconfigured facility. Whether some or none of the equipment can be reused, the removal will require a plan that will address what equipment needs to be removed, how it will be removed, and when it is removed, the expected condition of the building, and the coordination of resources between Norton and the City.



We will review the current traffic flow and the impact of facility changes on future operations. Space requirements for material storage and trans-loading will be calculated. We will check what program materials are included in the hard to recycle category and rationalize impact and flow on primary trans load operations. Planning the equipment needs, functional space, storage, and movement management of hard to recycle materials will be critical during this phase.

Staffing of the facility post-Norton to the start of the reload operations will be developed based on the expected inflow of materials, floorspace capacity, and the ability to reload in the interim. The proposed Interim Operational Plan is a planning level effort that would provide the City with an overall operation view. The Operational Plan will be a collaborative process as it requires the engagement of City staff to develop a playbook that will breakout standard workflow requirements to facilitate and sustain interim operations.

Optional Task 2.6 - Evaluate Facility Improvements to Enhance Natural Lighting Inside the MRF Building

Task 2. Deliverable: Technical memorandum detailing the findings from Task 2, inclusive of a site plan, floor plan, and elevation drawing.

Task 3 – Operational Changes Planning

Task 3.1 – Draft and issue an RFP or RFI to collect and refine the actual costs from private and public sector recycling processors.

Task 3.2 – Recycling processing operator/contractor selection:

- Task 3.2.A - Determine the ideal Operating Agreement lengths.
- Task 3.2.B - Assess whether to negotiate with the City of Phoenix and enter an IGA or issue RFI / RFP for private sector processing.

Task 3.3 – Solicit bids from trucking companies to transport the City's recycled materials to the selected processor considering findings from Task 2.4.

Task 3.4 - Assess and recommend staffing requirements by outlining duties, responsibilities, and planning level cost estimates after the MRF is converted to a transfer operation.

Task 3.5 - Develop interim staffing and operational plan for use while the MRF is being transitioned to a transfer facility, including an estimated timeline and where the recyclable volumes will go for transport and processing during that time and costs.

Optional Task 3.6 – Prepare and Participate in City Council Meeting(s)

Members of the WIH Resource Group Project Team will be available to prepare for and participate in a presentation by City Staff to members of the City Council, as needed. Costs for this optional task are not included in the proposed budget contained in this proposal.

Task 3 Approach

The Project Team will utilize the findings from the first two tasks and review existing information provided by the City to develop the RFP proposal packages. The RFP will:

a. Seek information on proposers' technical and financial qualifications, key staff committed to be involved, and litigation history.
b. Request information on the number and types of trucks to be used, and the number of staff required.
c. Request descriptions of their experience with the approach proposed for the City, including facility descriptions and references for comparable communities and services.
d. Provide a process for proposers to take exception to the draft agreement.
e. Include criteria for the evaluation of the qualifications and experience of proposers, the quality of their technical proposals (including company and individual's assigned knowledge and experience, financial capabilities, approach to scope of work, and client references/reputation) and the feasibility of cost proposals providing sufficient revenues to the proposer to support the services proposed.
f. Include rate schedule forms for the evaluation of price proposals.
g. Proposed cost / rate schedules will include categories for the services to be provided.

The Project Team will assist City staff with the review of the technical proposals to determine if there are any non-responsive proposals to the requirements of the RFP. Then the Project Team will identify any issues that may require clarifications from the proposers.

The development of the Interim Operation Plan is dependent on the plant operator – either Norton or the City. A consideration for the City during the transition plan is to utilize independent contractors, such as LeadPoint, to supplement City staff.

Task 3. Deliverables: RFP Documents, RFP evaluation template, and Interim Operational Plan

EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked

as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the Contract a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any 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 evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. WARRANTY: Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall

be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense

arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

41. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

42. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City

shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF
STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

   f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. OTHER INSURANCE REQUIREMENTS: The insurance policies shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City’s receipt of Contractor’s policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City’s right to insist on strict fulfillment of Contractor’s obligations under the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City’s Attorney’s Office in consultation with the City’s Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

9. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Chapman, Forest Health Supervisor
Co-Submitter:	Brian Huntzinger
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Approval of Contract: Award the Contract for Materials and Services to BLUF Contracting, LLC in an amount not to exceed $62,650 for the Installation of Cinder Based Log Truck Crossings Over the Lake Mary Waterline.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Materials and Services to BLUF Contracting, LLC in an amount not to exceed $62,650 for the Installation of Cinder Based Log Truck Crossings Over the Lake Mary Waterline; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The Contract for Materials and Services will require that BLUF Contracting, LLC purchase the materials and install log truck crossings on the Lake Mary Waterline for a temporary road within the Coconino National Forest's Southside Airport Project area. Crossings, or pads, are needed where a temporary road will cross the City's water lines. The pads will be designed to safely allow 80,000 pound log trucks to travel across.

The Southside Airport Project will implement 2,023 acres of wildfire risk reduction thinning on the Flagstaff Ranger District, Coconino National Forest. Nearly all of these acres are within Flagstaff City Limits. Protecting this water line will allow all the proposed acres to stay in the project instead of being removed due to access issues.

Financial Impact:

This Contract for Materials and Services will not exceed $62,650. Flagstaff Watershed Protection Project (FWPP) bond funds will be used from account number 407-09-425-3277-1-4290.

Policy Impact:

The Contract for Materials and Services will support current wildfire risk reduction policies by allowing the 2,023 acre Southside - Airport forest restoration project to proceed as planned.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives
High Performing Governance**:** Implement innovative local government programs
Safe and Healthy Community**:** Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices
Environmental Stewardship**:** Promote, protect & enhance a healthy, sustainable environment & its natural resources
Environmental Stewardship**:** Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Carbon Neutrality Plan
Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire.
The pre-suppression forest structure provides the best target for maintaining sustainable carbon stocks and ecological function.
Implementing prescribed fire after mechanical thinning treatments supports the maintenance of the restored natural tree structure and pattern.

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:

No

Options and Alternatives:

1. Approve the Contract for Materials and Services with BLUF Contracting, LLC to permit the needed forest treatment work to proceed as has been planned; or
2. Do not approve the Contract for Materials and Services with BLUF Contracting, LLC. Staff does not recommend this option as the planned work and the direct benefits to the community (reduced wildfire threat and improved ecosystem health and function) will not occur in a timely manner without additional City and Federal engagement and funding.

Background/History:

The Southside Airport Project is within City Limits and eligible for FWPP bond funds to support implementation needs.

Purchasing staff published an Invitation for Bids (IFB) solicitation for Lake Mary Waterline Material and Installation of Log Truck Crossings in the Arizona Daily Sun on April 10 and April 17, 2022, and posted the solicitation to the City of Flagstaff's PlanetBids Website on April 6, 2022. On May 2, 2022, the City received three Bids from contractors. Upon a review from representatives of FWPP and the Procurement team, the lowest responsible responsive bidder BLUF Contracting, LLC was chosen for the award.

The follow is the list of all contractors bids on Lake Mary Waterline Material and Installation of Log Truck Crossings IFB

BLUF Contracting LLC - $77,282.00
Southwest Siteworks LLC - $115,200.00
Kinney Construction, LLC - $254,704.00

Key Considerations:

Without this Contract for Materials and Services, the United States Forrest Service will have to remove cut units 27, 29, 30 and 31 from the project - cut unit map attached. The cinder pad engineering design is based on specifications developed by Water Services staff.

Community Benefits and Considerations:

The Greater Flagstaff Community will benefit from this contract due to reduced wildfire risk and increased forest health across 2,023 acres.

Community Involvement:

Staff with the City will inform the public of the importance of this contract and the larger Southside - Airport project. For example, Fire Department staff presented the details of the project to the Flagstaff Airport Commission on May 12th.

Attachments: 2022-50 Contract
Attachment A
Project Area Map
Industrial Fire Plan Template Guidelines_022613_

CONTRACT FOR MATERIALS AND SERVICES
Contract No. 2022-50

This Contract is entered into this _____ day of _____, 2022 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and BLUF Contracting, LLC, an Arizona Limited Liability Company, ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials;

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

1. Scope of Work: Contractor shall provide the materials generally described as follows:

   Lake Mary Waterline Material and Installation of Log Truck Crossings

   and as more specifically described in the Scope of Work attached hereto as *Exhibit A*.

2. Compensation: Contractor shall be compensated for the materials and services provided pursuant to the Bid schedule identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated in this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A*.

4. Contract Term: Scope of Work to be completed within a one (1) year.

5. Extension or Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

6. Extension or Renewal for Procurement: The City may unilaterally extend or renew this Contract for up to four additional ninety-day terms to allow for procurement processes upon the completion of the term of the Contract. The City Manager or his designee (the Purchasing Director) shall have authority to approve extension on behalf of the City.

7. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:	To Contractor:
Emily Markel	Nathan Koehne
Senior Procurement Specialist	Owner
City of Flagstaff	BLUF Contracting, LLC
211 W. Aspen Ave.	38805 N 19th Way
Flagstaff, AZ 86001	Phoenix, AZ 85086
emarkel@flagstaffaz.gov	nak@blufcontracting.com

With a copy to:
Neil Chapman
Flagstaff Watershed Protection Program
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
NChapman@flagstaffaz.gov

With a copy to:

8. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

The City of Flagstaff ("City") is seeking to hire a Contractor or Contractors to purchase the materials for and install log truck crossings on the Lake Mary Waterline for a temporary road within the Coconino National Forest's Southside – Airport Project area. Crossings, or pads, are needed in three locations where a temporary road will cross City of Flagstaff water lines. The pads will be designed to safely allow 80,000 pound log trucks to travel across. ABC MAG Specification (aggregate base course material) conforming to City of Flagstaff specifications must be used. Engineering specifications for each pad are included in the Survey Overview found at ***Attachment B.*** Road crossing "C" may have an alternate material, of steel plates used for street crossings.

Map

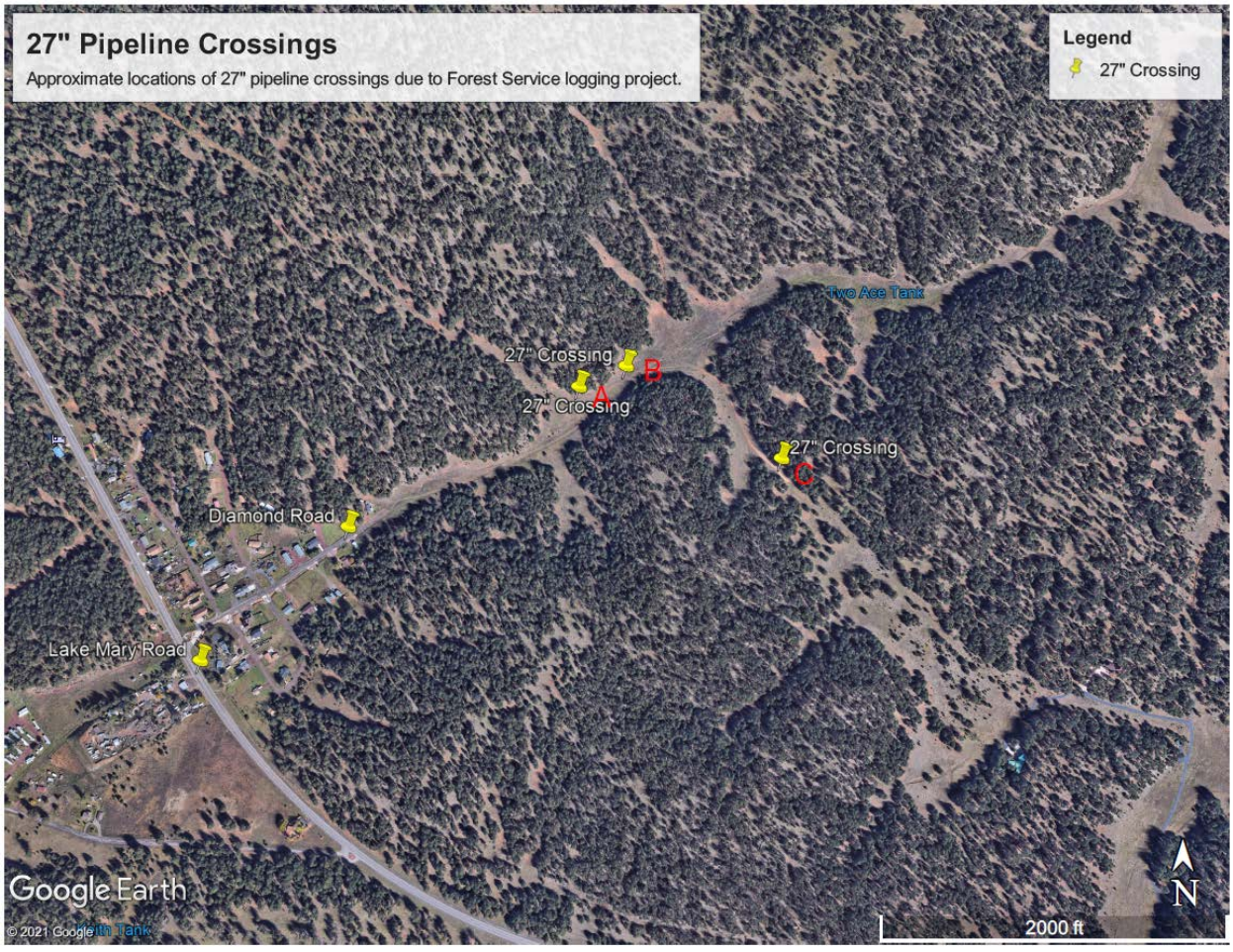


EXHIBIT A BID SCHEDULE

CITY OF FLAGSTAFF
Lake Mary Waterline Material and Installation of Log Truck Crossings
BID NUMBER 2022-50

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A*, AND ATTACHMENT A - MAP AND SPECIFICATIONS ATTACHED TO THE SCOPE OF WORK, FOR REQUIRED MATERIALS. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL MATRERIALS SPECIFIED IN THIS SOLICITATION

RATE FOR ALL LOCATIONS & MATERIALS

LOCATIONS/MATERIALS	COST
A Lake Mary Road	$ 24,200
B Lake Mary Road	$ 20,000
~~C Lake Mary Road~~	~~$ 9,510~~
~~C Lake Mary Road alternate crossing coverage~~	~~$ 4,900~~
SWPP – 9" Straw Wattles (Per Specification)	$ 1,400
Fabric & Geogrid placement at crossing A & B	$ 3,200
4" Galvanized Bollards – Indicator Poles (per spec)	$ 11,250
Orange Barricade Fencing (including placement) (per spec)	$ 1,300

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

Signature of Person Authorized to Sign Bid

Nathan Koehne
Printed Name

Owner
Title

5-2-22
Date

ATTACHMENT A – Survey Overview

EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any 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 evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. WARRANTY: Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged 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 the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars

and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

CITY OF FLAGSTAFF

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   As relevant to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. OTHER INSURANCE REQUIREMENTS: The insurance policies shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

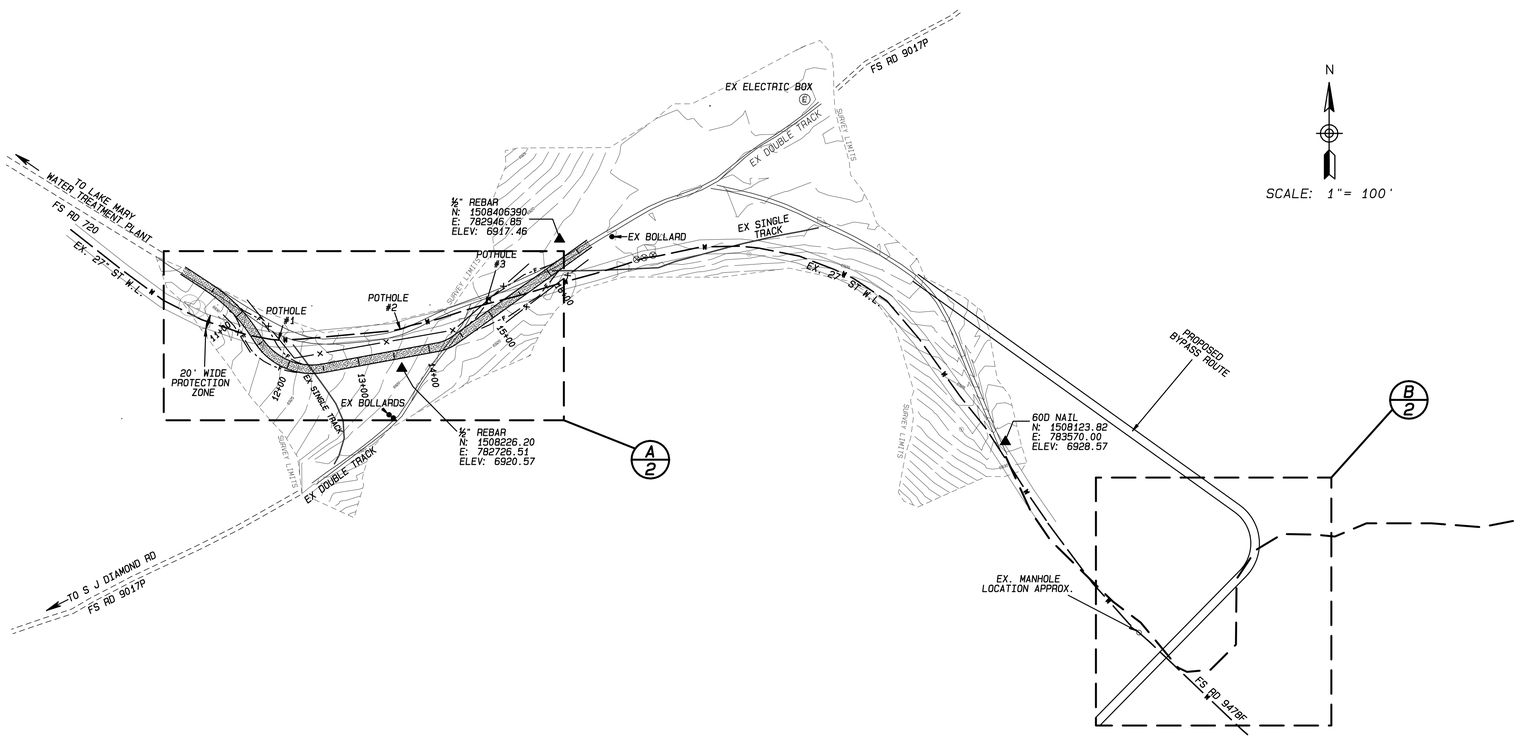
8. ACCEPTABILITY OF INSURERS: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

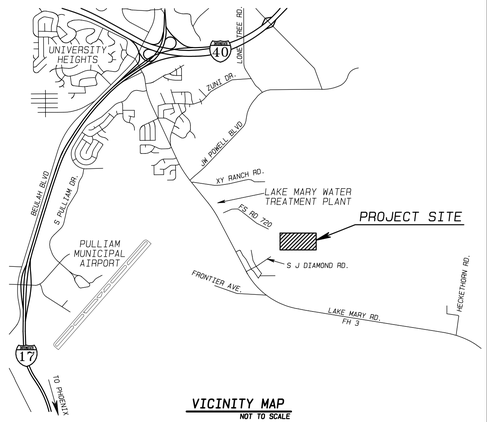
9. CERTIFICATES OF INSURANCE: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. POLICIES: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. MODIFICATIONS: Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CITY OF FLAGSTAFF
27" WATERLINE PROTECTION
DIAMOND RD ○ FLAGSTAFF, ARIZONA 86001





VICINITY MAP
NOT TO SCALE

LAKE MARY USFS TRUCK ROUTE SITE OVERVIEW

1"=100'

TRUCK ROUTE ROAD COORDINATE TABLE

PT#	DESCRIPTION / BEARING/CURVE DATA	STATION / DISTANCE	NORTHING	EASTING	
101		10+00.0000	1508360.9303	782420.7590	6932.7790
	START				
	S56 47'05"E	41.6159ft	SD41.6554ft		-4.36%
102		10+41.6159	1508338.1337	782455.5755	6930.9646
	PC				
	RADIUS POINT:	18528	1508154.0834	782335.0658	
	RADIUS:	219.9933ft			
	DELTA:	24 25'41" RIGHT			
	ARC LENGTH:	93.7944ft			
103		11+35.4103	1508271.8207	782520.9018	6927.2769
	PT				
	S32 21'23"E	8.8625ft	SD8.8630ft		-1.059%
104		11+44.2728	1508264.3342	782525.6449	6927.1830
	PC				
	RADIUS POINT:	18529	1508311.8491	782600.6421	
	RADIUS:	88.7820ft			
	DELTA:	68 06'10" LEFT			
	ARC LENGTH:	105.5277ft			

PT#	DESCRIPTION / BEARING/CURVE DATA	STATION / DISTANCE	NORTHING	EASTING	
105		12+49.8004	1508224.5422	782616.7591	6923.7300
	PT				
	N79 32'27"E	162.5596ft	SD162.6221ft		-2.773%
106		14+12.3600	1508254.0525	782776.6177	6919.2217
	PC				
	RADIUS POINT:	18530	1508313.0555	782765.7256	
	RADIUS:	60.0000ft			
	DELTA:	25 09'34" LEFT			
	ARC LENGTH:	26.3469ft			
107		14+38.7069	1508264.2808	782800.6688	6918.6102
	PT				
	N54 22'53"E	230.7914ft	SD230.7945ft		-0.524%
108		16+69.4983	1508398.6907	782988.2818	6917.4010
	END				

ABC COORDINATE TABLE

Pt #	NORTHING	EASTING	ELEVATION	DESCRIPTION
109	1508309.33	782490.93	6928.62	START ABC
110	1508223.51	782591.76	6924.51	STOP ABC
111	1508282.27	782825.78	6918.44	START ABC
112	1508368.64	782946.34	6917.70	STOP ABC

ESTIMATED QUANTITIES

AGGREGATE BASE COURSE UNIFORM THICKNESS
AT CROSSING #1 & #2 (SURVEYED) ..... 572 CY
AT CROSSING #3 (ESTIMATED NOT SURVEYED) ..... 110 CY

INDICATOR POLES ..... 12 EA

PROTECTIVE FENCE ..... 755 LF

GEOTEXTILE FABRIC ..... 1080 SY

ADOT 1014-4.03

1014-4.03 High Survivability Fabric:

High survivability fabric shall additionally meet the following requirements:

High Survivability Fabric Requirements		
Property	**Non-Woven Elongation ≥50% (Note 1)**	**Test Method**
Grab strength: lb.	202	ASTM D4632
Tear strength: lb.	79	ASTM D4533
Puncture strength: lb.	433	ASTM D6241
Ultraviolet stability (retained strength):	≥ 50% after 500 hours exposure	ASTM D4355
Notes: (1) As measured in accordance with ASTM D4632.		

GEOTECHNICAL NOTES:

A GEOTECHNICAL EVALUATION REPORT WAS PREPARED FOR THIS PROJECT BY WESTERN TECHNOLOGIES, INC. (WTI), REFERENCE No. 2521JW159, DATED 08/25/21. THE FOCUS OF THE INVESTIGATION WAS TO PROVIDE TRUCK TRAFFIC PROTECTION RECOMMENDATIONS TO PROTECT THE EXISTING 27" WIRE WRAPPED PIPE.

ADDENDUM No. 1-REVISED ROADWAY SUBGRADE PREPARATION RECOMMENDATIONS DATED 9/17/21. DO NOT SCARIFY 8"!!

THE RESULTS OF WTI's STUDY INCLUDE A BORING/TEST PIT LOCATION DIAGRAM, LABORATORY RESULTS, BORING AND TEST PIT LOGS AND GEOTECHNICAL RECOMMENDATIONS.

ADAM'S TRENCHING, INC.

POTHOLE INVESTIGATION ATTACHED

SURVEY NOTES

SURVEY PERFORMED BY THE WLB GROUP, FLAGSTAFF, ARIZONA. ALL SURVEY REFERENCES MADE HEREON ARE RELATIVE TO THAT SURVEY BY WLB ENTITLED "TOPOGRAPHIC SURVEY FOR CITY OF FLAGSTAFF 27" WATERLINE LYING WITHIN S03 T20N R7E, GILA & SALT RIVER MERIDIAN, IN THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA" PROJECT No. 32100Ba001, DATED 07/02/21.

BASIS OF SURVEY:

THE SURVEY IS BASED ON A GPS, ONE POINT CALIBRATION USING A FOUND NGS ALUMINUM CAP NEAR THE INTERSECTION OF LAKE MARY ROAD AND THE LOWER LAKE MARY PICNIC AREA TURNOFF, STAMPED "COCONINO COUNTY PUBLIC WORKS 2009 KNOTT"

N: 1496749.37
E: 798524.09

(NGVD88)
6813.20 FEET

BASIS OF ELEVATION:

A FOUND NGS ALUMINUM CAP NEAR INTERSECTION OF LAKE MARY ROAD AND THE LOWER LAKE MARY PICNIC AREA TURNOFF. STAMPED "COCONINO COUNTY PUBLIC WORKS 2009 KNOTT"

SAID ELEVATION BEING: 6813.20 (NAVD88)

INDEX TO SHEETS

1 SITE OVERVIEW
2 PROTECTION DETAILS
SURVEY ATTACHED

PROJECT LEGEND

LINETYPES

- EX. SURVEY LIMITS
- EX. 27" WATERLINE
- EX. DIRT TRACKS
- APPROXIMATE CONTINUATION OF FOREST ROAD NOT SURVEYED
- APPROXIMATE LOCATIONS OF FS ROADS NOT SURVEYED
- PROPOSED BYPASS
- NEW PROTECTIVE FENCE
- FILL LIMITS

SYMBOLS

- EX. BOLLARD
- EX. WATER VALVES
- EX. ELECTRICAL BOX
- EX. CONTROL
- NEW INDICATOR POLE

Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

TURNER ENGINEERING INC.
528 W. ASPEN AVE., FLAGSTAFF, ARIZONA 86001
(928) 779-1814

TEI PROJ. No.:	10421	SCALE:	1"=100'
DESIGN: MW	CHECKED: PT	HORZ:	
DRAWN: MW	DATE: 9/20/2021	VERT:	

Registered Professional Engineer (Civil) CERTIFICATE NO. 16258 PAUL W. TURNER Date Signed 9-20-21 ARIZONA U.S.A.

USFS LAKE MARY SERVICE ROAD
LAKE MARY 27" WATERLINE

SITE OVERVIEW

SHEET: 1 OF 2

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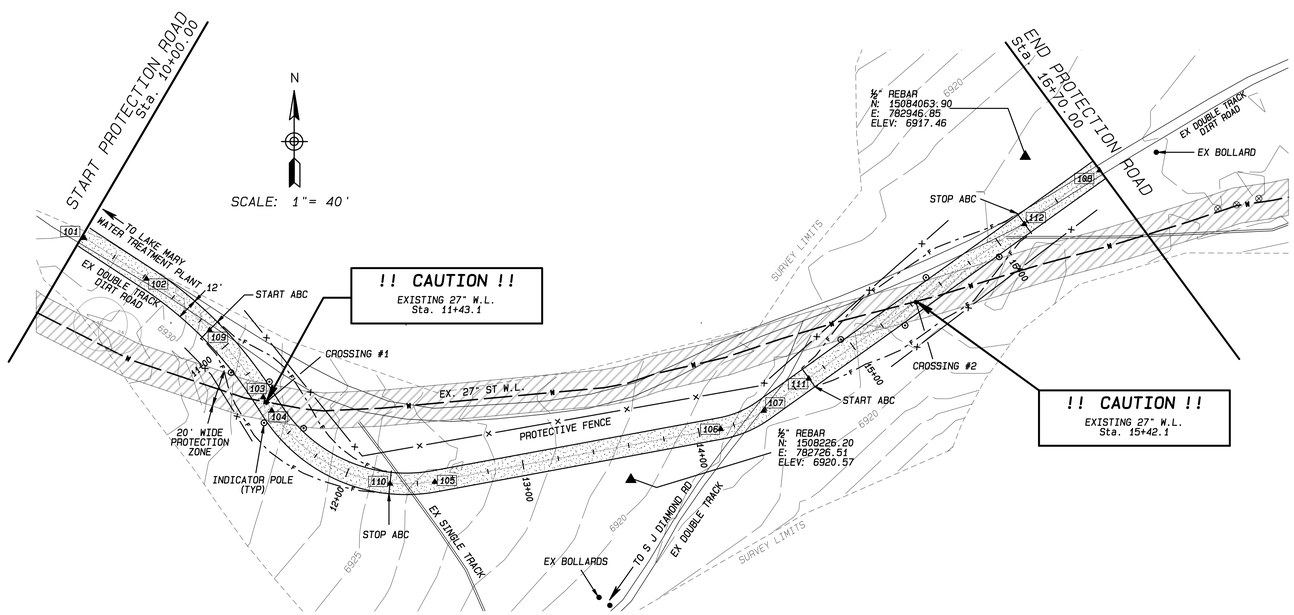
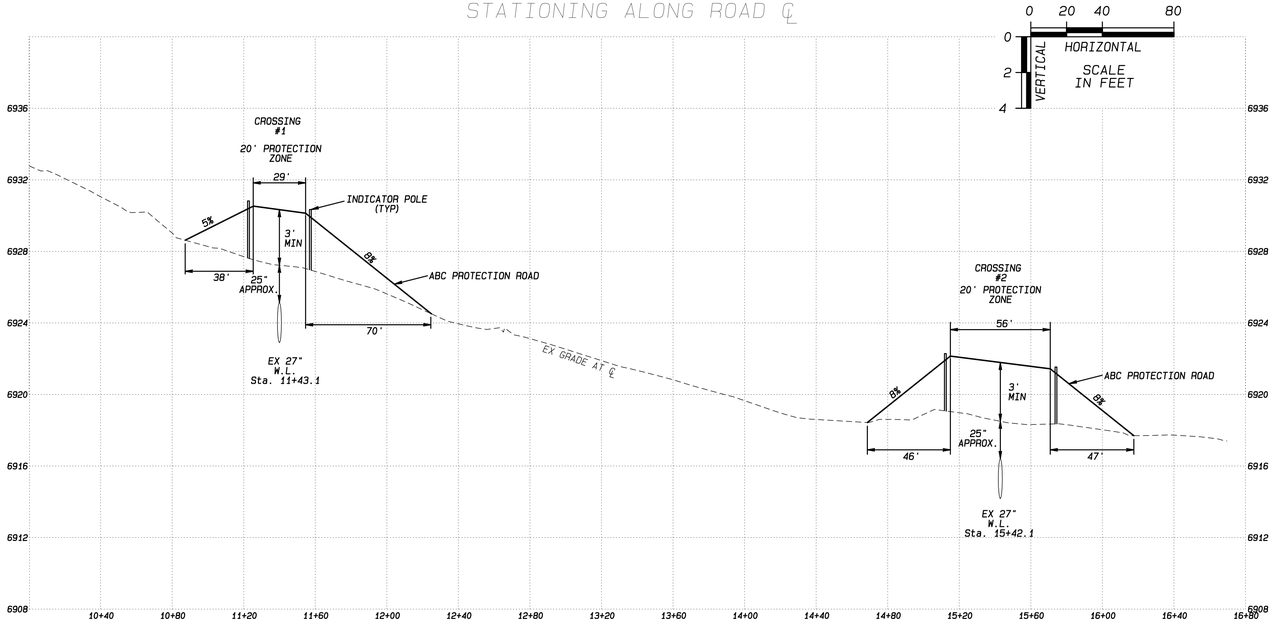
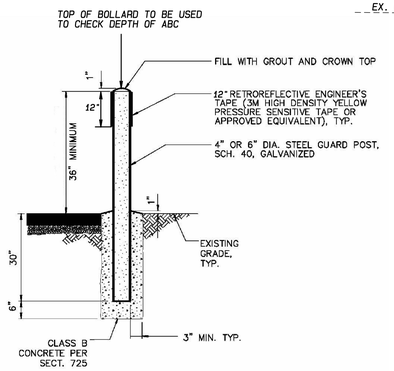


PLAN & PROFILE

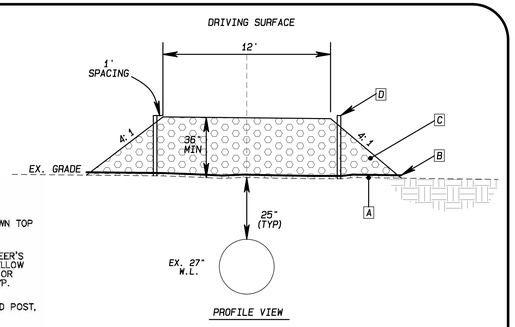
Sta. 10+00.00 TO Sta. 16+70.00
STATIONING ALONG ROAD ℄



A/2 **PROTECTION ROAD PLAN & PROFILE**
1"=40'



MODIFIED MAG S.D. 140
NO SCALE



PROFILE VIEW

CONSTRUCTION KEYNOTES:

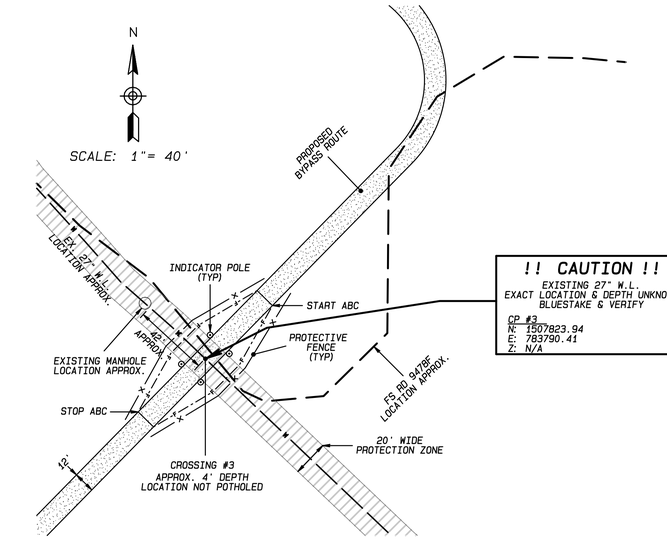
A ALL VEGETATION SHOULD BE CLEARED AND GRUBBED FROM THE ROADWAY CROSSING ALIGNMENTS.

B REFER TO THE GEOTECHNINCAL REPORT DATED 8/25/21 & ADDENDUM No. 1 DATED 9/17/21 FOR SUBGRADE PREPERATION RECOMMENDATIONS. TO ELIMINATE SCARFICATION, USE TENSAR TX5 TRIAXIAL GEOGRID. IF GEOTEXTILE SEPARATOR FABRIC IS USED, USE HIGH SURVIVABILITY FABRIC PER ADOT 1014-4.03 AND PLACE BELOW GEOGRID, SEE SPECIFICATIONS ON SHEET 1.

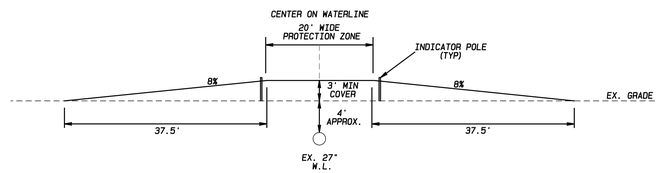
C INSTALL 36" ABC OF UNIFORM THICKNESS OVER ALL GEOTEXTILE FABRIC. SEE GEOTECH REPORT BY WESTERN TECHNOLOGIES INC. DATED 8/25/21.

D INSTALL INDICATOR POLES TO BE USED TO MARK 36" OF ABC NEEDED. REFER TO MODIFIED PROTECTIVE BOLLARD MAG S.D. 140 ON THIS SHEET. PER GEOTECH REPORT "ADDITIONAL MATERIAL WILL BE REQUIRED OVER TIME AS COVER MATERIAL IS LOST DUE TO GRADING, SNOW PLOWING, LATERAL SHOVING, AND INTRUSION OF THE COVER MATERIAL INTO THE UNDERLYING SUBGRADE." USE POLES TO HELP ADD ADDITIONAL MATERIAL TO TOP OF POLE. PLACE POLE 1' OFF DRIVING SURFACE.

TYPICAL WATER LINE PROTECTION DETAIL
NO SCALE



B/2 **WATERLINE PROTECTION PLAN CROSSING #3**
NOTE: THIS AREA IS OUTSIDE OF THE SURVEY LIMITS ALL LOACTIONS ARE APPROXIMATE.
1"=40'



B/2 **WATERLINE PROTECTION PROFILE CROSSING #3**
NOTE: THIS AREA IS OUTSIDE OF THE SURVEY LIMITS ALL LOACTIONS ARE APPROXIMATE.
NO SCALE

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TURNER ENGINEERING INC.
528 W. ASPEN AVE., FLAGSTAFF, ARIZONA 86001
(928) 779-1814

TEI PROJ. No.:	10421	SCALE:	1"=40'
DESIGN:	MW	HORZ:	1"=40'
CHECKED:	PT	VERT:	1"=4'
DRAWN:	MW	DATE:	9/20/2021

Registered Professional Engineer (Civil) CERTIFICATE NO. 16258 PAUL W. TURNER Date Signed 9-20-21 ARIZONA U.S.A.

USFS LAKE MARY SERVICE ROAD
LAKE MARY 27" WATERLINE

PROTECTION DETAILS

SHEET: 2 OF 2

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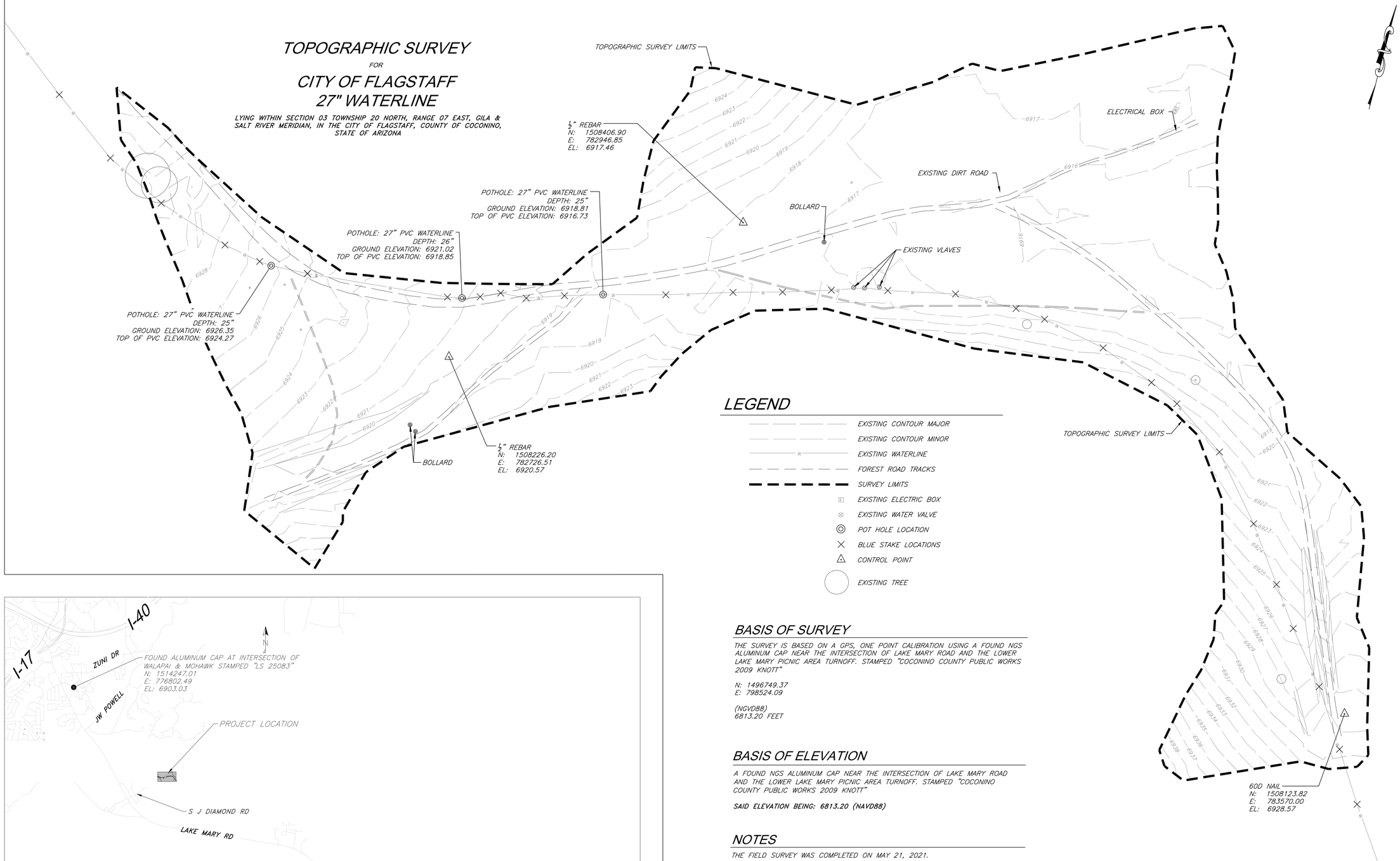
TOPOGRAPHIC SURVEY

FOR

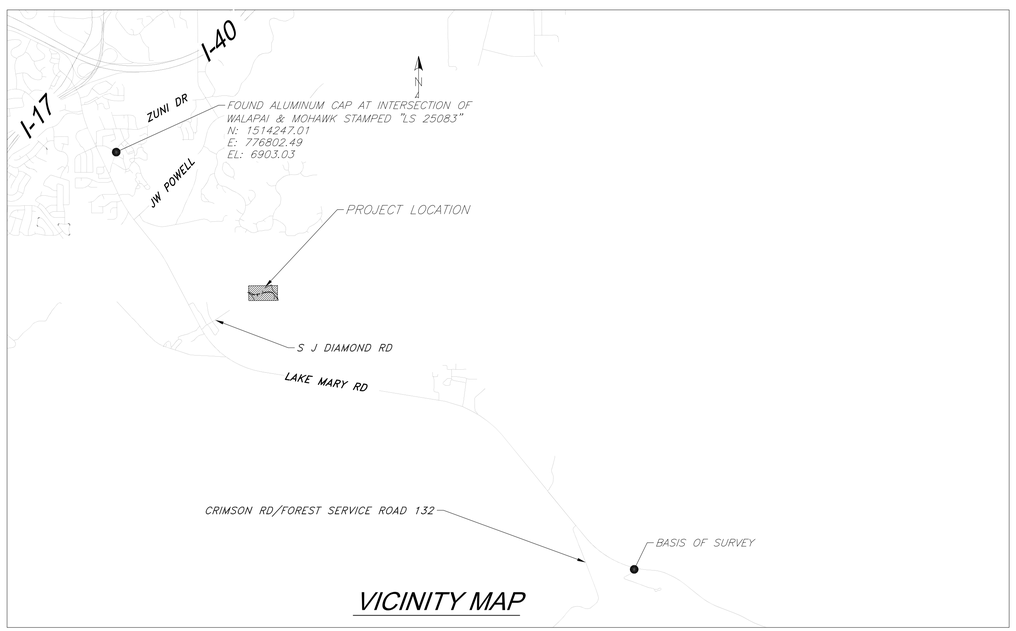
CITY OF FLAGSTAFF
27" WATERLINE

LYING WITHIN SECTION 03 TOWNSHIP 20 NORTH, RANGE 07 EAST, GILA & SALT RIVER MERIDIAN, IN THE CITY OF FLAGSTAFF, COUNTY OF COCONINO, STATE OF ARIZONA



LEGEND

- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING WATERLINE
- FOREST ROAD TRACKS
- SURVEY LIMITS
- EXISTING ELECTRIC BOX
- EXISTING WATER VALVE
- POT HOLE LOCATION
- BLUE STAKE LOCATIONS
- CONTROL POINT
- EXISTING TREE



VICINITY MAP

BASIS OF SURVEY

THE SURVEY IS BASED ON A GPS, ONE POINT CALIBRATION USING A FOUND NGS ALUMINUM CAP NEAR THE INTERSECTION OF LAKE MARY ROAD AND THE LOWER LAKE MARY PICNIC AREA TURNOFF. STAMPED "COCONINO COUNTY PUBLIC WORKS 2009 KNOTT"

N: 1496749.37
E: 798524.09

(NGVD88)
6813.20 FEET

BASIS OF ELEVATION

A FOUND NGS ALUMINUM CAP NEAR THE INTERSECTION OF LAKE MARY ROAD AND THE LOWER LAKE MARY PICNIC AREA TURNOFF. STAMPED "COCONINO COUNTY PUBLIC WORKS 2009 KNOTT"

SAID ELEVATION BEING: 6813.20 (NAVD88)

NOTES

THE FIELD SURVEY WAS COMPLETED ON MAY 21, 2021.

THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION.

PETER D. COTE, RLS 44121
EMAIL ADDRESS: pcote@wlbgroup.com

GRAPHIC SCALE

40 0 20 40 80

HORIZONTAL SCALE 1"= 40'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

NO:	DATE:	ITEM:

Western Technologies Inc.

GEOTECHNICAL EVALUATION REPORT

LAKE MARY WATERLINE PROTECTION
35.145167 N, -111.640417 W
Flagstaff, Arizona
WT Reference No. 2521JW159

PREPARED FOR:
City of Flagstaff
4500 Lake Mary Road
Flagstaff, Arizona 86005
Attn: Mr. Mr. Paul Turner, P.E.
Attn: Mr. Brian Huntzinger, Water Production Manger
August 25, 2021

Gregory L. E. Burr, R.G., E.I.T.
Geotechnical Project Manager

Craig P. Wiedeman, P.E.
Senior Geotechnical Engineer

Western Technologies Inc.
The Quality People
Since 1955

2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700 • fax 774-6469

August 25, 2020

City of Flagstaff
4500 Lake Mary Road
Flagstaff, Arizona 86005

Attn: Mr. Paul Turner, P.E., C.F.M.
Mr. Brian Huntzinger, Water Production Manager

Re: Geotechnical Evaluation
Lake Mary Waterline Protection
35.145167 N; -111.640417 W
Flagstaff, Arizona

Job No. 2521JW159

Western Technologies Inc. has completed the geotechnical evaluation for the proposed waterline protection to be located in Flagstaff, Arizona. This study was performed in general accordance with our proposal number 2520PW274R dated July 14, 2021. The results of our study, including the boring location diagram, laboratory test results, boring logs, and the geotechnical recommendations are attached.

We have appreciated being of service to you in the geotechnical engineering phase of this project and are prepared to assist you during the construction phases as well. If design conditions change, or if you have any questions concerning this report or any of our testing, inspection, design and consulting services, please do not hesitate to contact us. We look forward to working with you on future projects.

Sincerely,
WESTERN TECHNOLOGIES, INC.
Geotechnical Engineering Services

Gregory L. E. Burr, R.G.
Geotechnical Project Manager

Copies to: Addressee (emailed)

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BORING LOCATION DIAGRAM ..... Plate 1

APPENDIX A
Definition of Terminology A-1
Method of Classification A-2
Boring Log Notes A-3
Boring Logs ..... A-4 to A-6

APPENDIX B
Laboratory Tests ..... B-1 to B-7

GEOTECHNICAL EVALUATION
LAKE MARY WATERLINE PROTECTION
35.145167 N; -111.640417 W
FLAGSTAFF, ARIZONA
JOB NO. 2521JW159

1.0 PURPOSE

This report contains the results of our geotechnical evaluation for the proposed waterline protection project. The purpose of these services is to evaluate the subsurface soil conditions along a portion of the waterline alignment, and provide information and recommendations for truck traffic protection of the water transmission main, including:

- options for waterline protection
- anticipated excavation conditions
- earthwork, including backfill placement, and suitability of existing soils for backfill materials
- corrosivity to concrete

Results of the field exploration, field tests, and laboratory testing program are presented in the Appendices.

2.0 PROJECT DESCRIPTION

Based on the information provided by Mr. Paul Turner, P.E., the proposed project consists of an evaluation of the need for protection of an existing 27-inch diameter waterline to be subjected to heavy log truck loadings. Two crossing areas about 30 and 60 feet long, and one perpendicular crossing are considered. Based on recent potholing by others, the top of the existing waterline is located about 27 inches to 4 feet below the existing unpaved roadway crossing grades. The pipe is suspected to be about 57 years old. Log truck traffic loading will consist of 80 total kips transmitted over 18 tires on 5 axles. The total number of trips and years of service are undetermined at this time. We understand that it will be possible to raise the roadway crossing grades some amount. Should any of our information or assumptions not be correct, we request that the Client notify WT immediately.

3.0 SCOPE OF SERVICES

3.1 Field Exploration

Three borings were drilled to depths of about 6 to 10 feet below existing site grades at the approximate locations shown on the attached boring location diagram. Logs of the borings are presented in Appendix A. Subsoils encountered during drilling were examined visually and sampled at selected depth intervals. A field log was prepared for each boring. These logs contain visual classifications of the materials encountered during drilling as well as interpolation of the subsurface conditions between samples. Final logs, included in Appendix A, represent our interpretation of the field logs and include modifications based on laboratory observations and tests of the field samples. The final logs describe the materials encountered, their thicknesses, and the locations where samples were obtained. The Unified Soil Classification System was used to classify soils. The soil classification symbols appear on the boring logs and are briefly described in Appendix A. Local and regional geologic characteristics were used to estimate the seismic design criteria and liquefaction potential.

3.2 Laboratory Analyses

Laboratory analyses were performed on representative soil samples to aid in material classification and to estimate pertinent engineering properties of the on-site soils for preparation of this report. Testing was performed in general accordance with applicable standard test methods. The following tests were performed and the results are presented in Appendix B.

- Water content
- Dry density
- Remolded expansion potential
- Compression
- Shear strength
- Gradation
- Expansion
- Plasticity
- Soluble salts/sulfates/chlorides

Test results were utilized in the development of the recommendations contained in this report.

3.3 Analyses and Report

This geotechnical engineering report includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as appropriate to the purpose. The scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site, discovery of underground storage tanks or other underground structures, or identification of contaminated or hazardous materials or conditions. If there is concern about the potential for such contamination, other studies should be undertaken. We are available to discuss the scope of such studies with you.

4.0 SITE CONDITIONS

4.1 Surface

Located along the existing waterline alignment, adjacent to the proposed logging road crossings, was undeveloped land with vegetation that consisted of a sparse to heavy growth of native ponderosa pine trees, grasses and weeds. Existing roads in this area are basically narrow, two-track, unpaved roads with occasional areas of thin cinder surfacing.

4.2 Subsurface

As presented on the boring logs, surface and subsoils extending to the full depth of exploration, in all but Boring 2, were found to be stiff, non-plastic Sandy SILTS and medium dense to dense, non-plastic Silty SANDS, both with variable amounts of gravel. Surface soils in Boring 2 were underlain by stiff, medium plasticity Sandy Lean CLAYS with variable amounts of gravel that extended from about 5 feet to the full depth of exploration in that boring. Refusal to auger penetration occurred in Boring 1 at a depth of about 6 feet on LIMESTONE. Groundwater was not encountered in any boring at the time of exploration. The logs in Appendix A show details of the subsurface conditions encountered during the field exploration.

The boring logs included in this report are indicators of subsurface conditions only at the specific location and date noted. Variations from the field conditions represented by the borings may become evident during construction. If variations appear, we should be contacted to re-evaluate our recommendations.

5.0 GEOTECHNICAL PROPERTIES AND ANALYSIS

5.1 Laboratory Tests

Laboratory test results (see Appendix B) indicate that the site soils exhibit low compressibility at existing water contents. Either low additional compression occurs or low expansive pressure develops when the water content is increased.

Near-surface soils are non-plastic. These soils exhibit no expansion potential when recompacted, confined by loads approximating floor loads and saturated in accordance with standard Arizona test methods. Densification of the soil by the passage of construction equipment will increase the expansion potential of the soil.

5.2 Field Tests

On-site native soils exhibited generally moderate resistance to penetration using test method ASTM D3550. The penetration resistances also exhibited variability between test locations and with depth.

6.0 RECOMMENDATIONS

6.1 General

Recommendations contained in this report are based on our understanding of the project criteria described in Section 2.0, **PROJECT DESCRIPTION**, and the assumption that the soil and subsurface conditions are those disclosed by the explorations. Others may change the plans, final elevations, and roadway crossing alignments during design or construction. Substantially different subsurface conditions from those described herein may be encountered or become known between our explorations. Any changes in the project criteria or subsurface conditions shall be brought to our attention in writing.

6.2 Design Considerations

The existing waterline that will require protection is assumed to be a 27-inch diameter, cast iron, wire wrapped, brittle pipe that is thought to have embedment depths to the top of pipe of 27 to 48 inches, based on several widely spaced pothole test pits

excavated by others. Log trucks that have 5 axles, 18 tires, and total weights of 80 kips will be crossing the line at three locations producing 5 to 13 kip dynamic loads. To protect the waterline, two alternates are provided; one using aggregate surfacing to provide the needed support, and one using a structural slab to provide support.

To model aggregate protection over the waterline, the Schmertmann Method was used with a maximum load of 13 kips. Per AASHTO *Standard Specification for Highway Bridges*, the tire contract area was taken as 20 inches wide and 10 inches long, with the load imposed at the surface. Elastic moduli were correlated from soil types based on tables contained in *Foundation Analysis and Design* (Bowles 1977). The elastic modulus for the native Silty Sands and Sandy Silts was taken as 432 kips per square foot (ksf), and the properly compacted aggregate that will produce most of the waterline protection, was modeled as a well-graded aggregate base course with an elastic modulus of 1,008 ksf. Recommendations based on this model are provided in the following Aggregate Surfacing Protection section.

A structurally reinforced slab capable of supporting the vehicle weights that will be crossing the waterline should be designed by a structural engineer. Recommendations are provided in the following Slab-on-Grade Support section for geotechnical design parameters. A minimum perimeter slab turn-down depth of 2.5 feet is recommended.

6.3 Aggregate Surfacing Protection

We recommend an initial minimum thickness of 3 feet of granular cover material using aggregate base course material conforming to City of Flagstaff specifications. As with any unbound vehicular section, additional material will be required over time as cover material is lost due to grading, snow plowing, lateral shoving, and intrusion of the cover material into the underlying subgrade soils. To help reduce intrusion, consideration should be given to the use of a geotextile separator fabric placed at the cover material/subgrade soil interface.

6.4 Slab-on-Grade Support

Structural slabs-on-grade can be supported on properly placed and compacted imported fill or approved, properly recompacted, low expansive potential native soils. For design of structural slabs-on-grade, we recommend using a modulus of subgrade reaction (k) of 90 pounds per cubic inch (pci) for the on-site soils and 225 pci for imported fill material,

based on a 30-inch diameter plate. The slab subgrade should be prepared by the procedures outlined in this report.

6.5 Waterline Protection Preparation

Prior to placement of the cover material and a geotextile separator fabric, scarify, moisten or dry as required, and compact all subgrade soils to a minimum depth of 8 inches. The subgrade preparation should be accomplished in a manner that will result in uniform water contents and densities after compaction.

6.6 Materials

All aggregate base course should meet the current City of Flagstaff specifications. Frozen soils should not be used as fill or backfill. A geotextile separator fabric should conform to Section 1014-4.03 of the 2021 ADOT *Standard Specifications for Road and Bridge Construction* for a high survivability fabric.

6.7 Placement and Compaction

All trench backfill should be placed and compacted in accordance with the current City of Flagstaff specifications for trench backfill. Fill soils should not be placed over frozen ground. All fill soils and aggregate base materials placed should be compacted to a minimum of 100 percent of the maximum density as determined by ASTM D698. On-site and imported soils with low expansive potential and aggregate base course materials should be compacted with a moisture content in the range of 3 percent below to 3 percent above optimum.

7.0 ADDITIONAL SERVICES

The recommendations provided in this report are based on the assumption that a sufficient schedule of tests and observations will be performed during construction to verify compliance. At a minimum, these tests and observations should be comprised of the following:

- Observations and testing during site preparation and earthwork,
- Observation of foundation excavations, and
- Consultation as may be required during construction.

Retaining the geotechnical engineer who developed your report to provide construction observation is the best way to verify compliance and to help you manage the risks associated with unanticipated conditions.

8.0 LIMITATIONS

This report has been prepared assuming the project criteria described in **2.0 PROJECT DESCRIPTION**. If changes in the project criteria occur, or if different subsurface conditions are encountered or become known, the conclusions and recommendations presented herein shall become invalid. In any such event, WT should be contacted in order to assess the effect that such variations may have on our conclusions and recommendations. If WT is not retained for the construction observation and testing services to determine compliance with this report, our professional responsibility is accordingly limited.

The recommendations presented are based entirely upon data derived from a limited number of samples obtained from widely spaced explorations. The attached logs are indicators of subsurface conditions only at the specific locations and times noted. This report assumes the uniformity of the geology and soil structure between explorations, however variations can and often do exist. Whenever any deviation, difference, or change is encountered or becomes known, WT should be contacted.

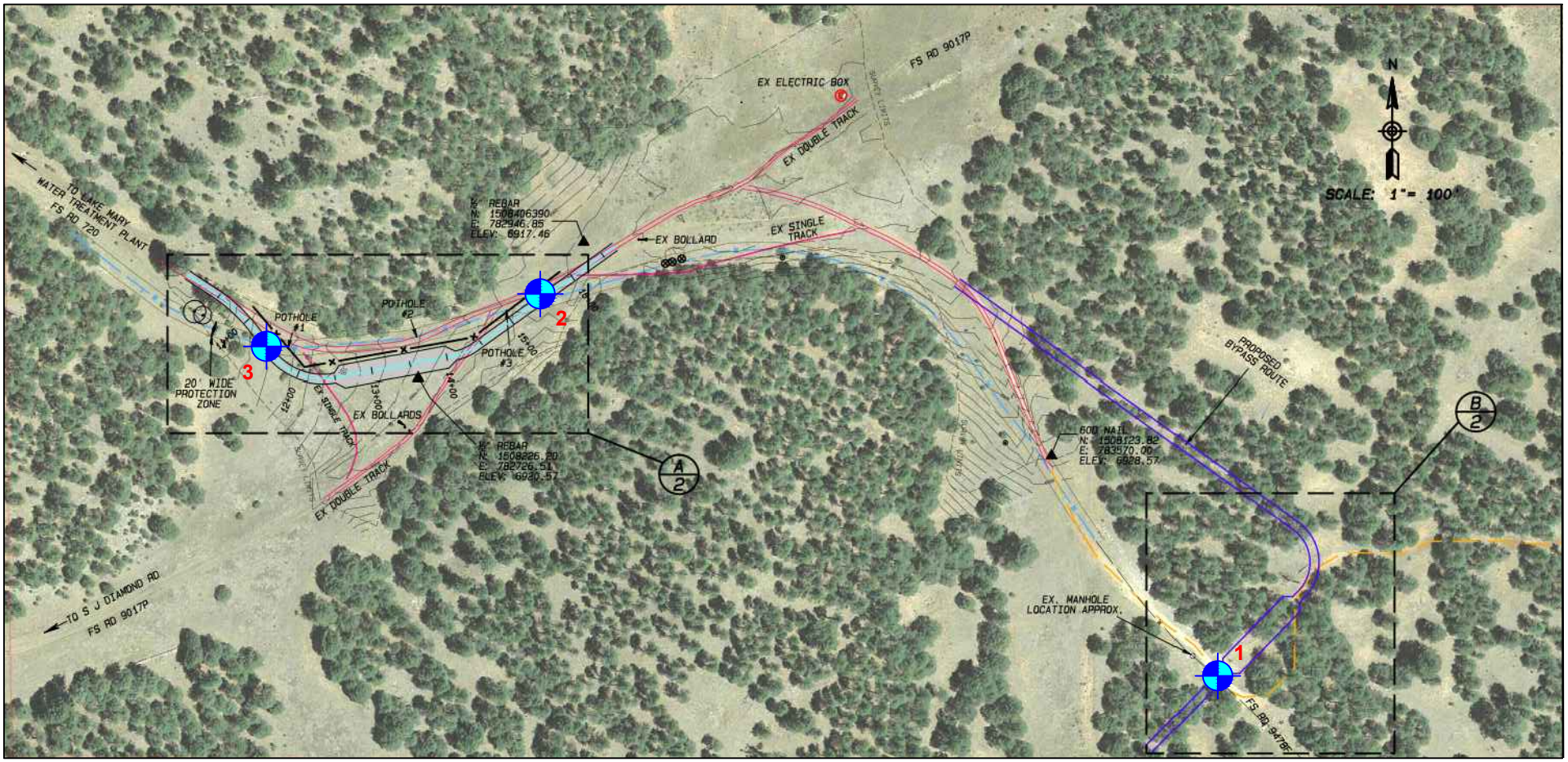
This report is for the exclusive benefit of our client alone. There are no intended third-party beneficiaries of our contract with the client or this report, and nothing contained in the contract or this report shall create any express or implied contractual or any other relationship with, or claim or cause of action for, any third party against WT.

This report is valid for the earlier of one year from the date of issuance, a change in circumstances, or discovered variations. After expiration, no person or entity shall rely on this report without the express written authorization of WT.

9.0 CLOSURE

We prepared this report as an aid to the designers of the proposed project. The comments, statements, recommendations and conclusions set forth in this report reflect the opinions of the authors. These opinions are based upon data obtained at the location of the explorations,

and from laboratory tests. Work on your project was performed in accordance with generally accepted standards and practices utilized by professionals providing similar services in this locality. No other warranty, express or implied, is made.



Not to Scale

Approximate Test Boring Location

Geotechnical
Environmental
Inspections
Materials

Western Technologies Inc.
The Quality People
Since 1955

LAKE MARY WATER LINE PROTECTION

Boring Location Diagram

Western Technologies, Inc.

Job No. 2521JW159 | Plate: 1

Allowable Soil Bearing Capacity	The recommended maximum contact stress developed at the interface of the foundation element and the supporting material.
Backfill	A specified material placed and compacted in a confined area.
Base Course	A layer of specified aggregate material placed on a subgrade or subbase.
Base Course Grade	Top of base course.
Bench	A horizontal surface in a sloped deposit.
Caisson/Drilled Shaft	A concrete foundation element cast in a circular excavation which may have an enlarged base (or belled caisson).
Concrete Slabs-On-Grade	A concrete surface layer cast directly upon base course, subbase or subgrade.
Crushed Rock Base Course	A base course composed of crushed rock of a specified gradation.
Differential Settlement	Unequal settlement between or within foundation elements of a structure.
Engineered Fill	Specified soil or aggregate material placed and compacted to specified density and/or moisture conditions under observations of a representative of a soil engineer.
Existing Fill	Materials deposited through the action of man prior to exploration of the site.
Existing Grade	The ground surface at the time of field exploration.
Expansive Potential	The potential of a soil to expand (increase in volume) due to absorption of moisture.
Fill	Materials deposited by the actions of man.
Finished Grade	The final grade created as a part of the project.
Gravel Base Course	A base course composed of naturally occurring gravel with a specified gradation.
Heave	Upward movement.
Native Grade	The naturally occurring ground surface.
Native Soil	Naturally occurring on-site soil.
Rock	A natural aggregate of mineral grains connected by strong and permanent cohesive forces. Usually requires drilling, wedging, blasting or other methods of extraordinary force for excavation.
Sand and Gravel Base Course	A base course of sand and gravel of a specified gradation.
Sand Base Course	A base course composed primarily of sand of a specified gradation.
Scarify	To mechanically loosen soil or break down existing soil structure.
Settlement	Downward movement.
Soil	Any unconsolidated material composed of discrete solid particles, derived from the physical and/or chemical disintegration of vegetable or mineral matter, which can be separated by gentle mechanical means such as agitation in water.
Strip	To remove from present location.
Subbase	A layer of specified material placed to form a layer between the subgrade and base course.
Subbase Grade	Top of subbase.
Subgrade	Prepared native soil surface.

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COARSE-GRAINED SOILS

LESS THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
GW	WELL-GRADED GRAVEL OR WELL-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE
GP	POORLY-GRADED GRAVEL OR POORLY-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	
GM	SILTY GRAVEL OR SILTY GRAVEL WITH SAND, MORE THAN 12% FINES	
GC	CLAYEY GRAVEL OR CLAYEY GRAVEL WITH SAND, MORE THAN 12% FINES	
SW	WELL-GRADED SAND OR WELL-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE
SP	POORLY-GRADED SAND OR POORLY-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	
SM	SILTY SAND OR SILTY SAND WITH GRAVEL, MORE THAN 12% FINES	
SC	CLAYEY SAND OR CLAYEY SAND WITH GRAVEL, MORE THAN 12% FINES	

NOTE: Coarse-grained soils receive dual symbols if they contain 5% to 12% fines (e.g., SW-SM, GP-GC).

FINE-GRAINED SOILS

MORE THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
ML	SILT, SILT WITH SAND OR GRAVEL, SANDY SILT, OR GRAVELLY SILT	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50
CL	LEAN CLAY OF LOW TO MEDIUM PLASTICITY, SANDY CLAY, OR GRAVELLY CLAY	
OL	ORGANIC SILT OR ORGANIC CLAY OF LOW TO MEDIUM PLASTICITY	
MH	ELASTIC SILT, SANDY ELASTIC SILT, OR GRAVELLY ELASTIC SILT	SILTS AND CLAYS LIQUID LIMIT MORE THAN 50
CH	FAT CLAY OF HIGH PLASTICITY, SANDY FAT CLAY, OR GRAVELLY FAT CLAY	
OH	ORGANIC SILT OR ORGANIC CLAY OF HIGH PLASTICITY	
PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	HIGHLY ORGANIC SOILS

NOTE: Fine-grained soils may receive dual classification based upon plasticity characteristics (e.g. CL-ML).

SOIL SIZES

COMPONENT	SIZE RANGE
BOULDERS	Above 12 in.
COBBLES	3 in. – 12 in.
GRAVEL	No. 4 – 3 in.
Coarse	¾ in. – 3 in.
Fine	No. 4 – ¾ in.
SAND	No. 200 – No. 4
Coarse	No. 10 – No. 4
Medium	No. 40 – No. 10
Fine	No. 200 – No. 40
Fines (Silt or Clay)	Below No. 200

NOTE: Only sizes smaller than three inches are used to classify soils

CONSISTENCY

CLAYS & SILTS	BLOWS PER FOOT
VERY SOFT	0 – 2
SOFT	3 – 4
FIRM	5 – 8
STIFF	9 – 15
VERY STIFF	16 – 30
HARD	OVER 30

RELATIVE DENSITY

SANDS & GRAVELS	BLOWS PER FOOT
VERY LOOSE	0 – 4
LOOSE	5 – 10
MEDIUM DENSE	11 – 30
DENSE	31 – 50
VERY DENSE	OVER 50

NOTE: Number of blows using 140-pound hammer falling 30 inches to drive a 2-inch-OD (1⅜-inch ID) split-barrel sampler (ASTM D1586).

PLASTICITY OF FINE GRAINED SOILS

PLASTICITY INDEX	TERM
0	NON-PLASTIC
1 – 7	LOW
8 – 20	MEDIUM
Over 20	HIGH

DEFINITION OF WATER CONTENT

DRY
SLIGHTLY DAMP
DAMP
MOIST
WET
SATURATED

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The number shown in **"BORING NO."** refers to the approximate location of the same number indicated on the "Boring Location Diagram" as positioned in the field by pacing or measurement from property lines and/or existing features.

"DRILLING TYPE" refers to the exploratory equipment used in the boring wherein **HSA = hollow stem auger**, and the dimension presented is the outside diameter of the HSA used.

"R" in "BLOW COUNTS" refers to a 3-inch outside diameter ring-lined split barrel sampler driven into the ground with a 140 pound drop-hammer dropped 30 inches repeatedly until a penetration of 12 inches is achieved or until refusal. The number of blows required to advance the sampler 12 inches is defined as the "**R**" blow count. The "**R**" blow count requires an engineered conversion to an equivalent SPT N-Value. Refusal to penetration is considered more than 50 blows per foot. A double vertical line within the symbol indicates no sample recovery. A circle within the symbol indicates sample disturbance.

"SAMPLE TYPE" refers to the form of sample recovery, in which **R** = Ring-lined sample and **G** = Grab sample.

"DRY DENSITY (LBS/CU FT)" refers to the laboratory-determined dry density in pounds per cubic foot.

"WATER (MOISTURE) CONTENT" (% of Dry Wt.) refers to the laboratory-determined water content in percent using the standard test method ASTM D2216.

"USCS" refers to the "Unified Soil Classification System" Group Symbol for the soil type as defined by ASTM D2487 and D2488. The soils were classified visually in the field, and where appropriate, classifications were modified by visual examination of samples in the laboratory and/or by appropriate tests.

These notes and boring logs are intended for use in conjunction with the purposes of our services defined in the text. Boring log data should not be construed as part of the construction plans nor as defining construction conditions.

Boring logs depict our interpretations of subsurface conditions at the locations and on the date(s) noted. Variations in subsurface conditions and characteristics may occur between borings. Groundwater levels may fluctuate due to seasonal variations and other factors.

The stratification lines shown on the boring logs represent our interpretation of the approximate boundary between soil or rock types based upon visual field classification at the boring location. The transition between materials is approximate and may be more or less gradual than indicated.

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DATE DRILLED: **8-4-21**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

BORING NO. 1

EQUIPMENT TYPE: **CME-75**
DRILLING TYPE: **7"HSA**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				SM		Silty SAND; some gravel, brown, medium dense to dense, moist
26.9	73	R		15				
19.9	90	R		40	5			
								Auger Refusal at 6 Feet on LIMESTONE
					10			

N- STANDARD PENETRATION TEST
R- RING SAMPLE
CA- CALIFORNIA MODIFIED SAMPLER
G- GRAB SAMPLE
B- BUCKET SAMPLE

NOTES: **Groundwater Not Encountered**

WESTERN TECHNOLOGIES INC.
2400 Huntington Drive
Flagstaff, AZ 86004-8934

PROJECT: **LAKE MARY WATERLINE PROTEC.**
PROJECT NO.: **2521JW159**

PLATE **A-4**

BORING LOG

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE DRILLED: **8-4-21**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

BORING NO. 2

EQUIPMENT TYPE: **CME-75**
DRILLING TYPE: **7"HSA**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				ML		Sandy SILT; trace gravel, brown, stiff, slightly damp
7.1	85	R		13				
15.5	103	R		16	5	CL		Sandy Lean CLAY; trace gravel, brown, stiff, damp
		G						
18.1	106	R		14				
					10			**Boring Stopped at 10 Feet**

N- STANDARD PENETRATION TEST
R- RING SAMPLE
CA- CALIFORNIA MODIFIED SAMPLER
G- GRAB SAMPLE
B- BUCKET SAMPLE

NOTES: **Groundwater Not Encountered**

WESTERN TECHNOLOGIES INC.
2400 Huntington Drive
Flagstaff, AZ 86004-8934

PROJECT: **LAKE MARY WATERLINE PROTEC.**
PROJECT NO.: **2521JW159**

PLATE **A-5**

BORING LOG

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

DATE DRILLED: **8-4-21**
LOCATION: **See Location Diagram**
ELEVATION: **Not Determined**

BORING NO. 3

EQUIPMENT TYPE: **CME-75**
DRILLING TYPE: **7"HSA**
FIELD ENGINEER: **C. Senior**

MOISTURE CONTENT (% OF DRY WT)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
		G				SM		Silty SAND; some gravel, dark brown, medium dense, slightly damp to damp
8.9	107	R		19				
		R		17	5			
		G						
19.1	95	R		13				
					10			**Boring Stopped at 10 Feet**

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

N- STANDARD PENETRATION TEST
R- RING SAMPLE
CA- CALIFORNIA MODIFIED SAMPLER
G- GRAB SAMPLE
B- BUCKET SAMPLE

NOTES: **Groundwater Not Encountered**

WESTERN TECHNOLOGIES INC.
2400 Huntington Drive
Flagstaff, AZ 86004-8934

PROJECT: **LAKE MARY WATERLINE PROTEC.**
PROJECT NO.: **2521JW159**

PLATE **A-6**

BORING LOG

Boring No.	Depth (ft)	USCS Class.	Particle Size Distribution (%) Passing by Weight							Atterberg Limits		Laboratory Compaction Characteristics			Remarks
			3"	¾"	#4	#10	#40	#200	2µ	LL	PI	Dry Density (pcf)	Optimum Moisture (%)	Method	
1	0-5	SM	100	96	87	85	84	39.0			NP				2
2	0-5	ML		100	99	98	96	53.3			NP				2
3	0-5	SM	100	98	93	89	83	45.5			NP				2

NOTE: NP = Non-plastic
µ = microns (2µ = 0.002mm)

REMARKS

Classification / Particle Size / Moisture-Density Relationship

1. Visual
2. Laboratory Tested
3. Minus #200 Only
4. Test Method ASTM D698/AASHTO T99
5. Test Method ASTM D1557/AASHTO T180
6. From the ADOT Family of Curves

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PROJECT: LAKE MARY WATERLINE PROTECTION

JOB NO.: 2521JW159

PLATE

B-1

SOIL PROPERTIES

Boring No.	Depth (ft.)	USCS Class.	Initial Dry Density (pcf)	Initial Water Content (%)	Compression Properties			Expansion Properties		Plasticity		Percent Passing #200	Soluble		Remarks
					Surcharge (ksf)	Total Compression (%)		Surcharge (ksf)	Expansion (%)	LL	PI		Salts (ppm)	Sulfate (ppm)	
						In-Situ	After Saturation								
1	0-5	SM	108.9	14.6				0.1	0						1,2
2	0-5	ML	115.7	11.9				0.1	0						1,2
3	0-5	SM	118.0	11.2				0.1	0						1,2

Notes: Initial Dry Density and Initial Water Content are remolded.

Remarks

1. Compacted density (approx. 95% of ASTM D698 max. density at moisture content slightly below optimum.)
2. Submerged to approximate saturation.

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PROJECT: LAKE MARY WATERLINE PROTECTION
JOB NO.: 2521JW159

SOIL PROPERTIES

PLATE
B-2

Boring No.	Depth (ft.)	USCS Class.	Initial Dry Density (pcf)	Initial Water Content (%)	Compression Properties			Direct Shear		Plasticity		Percent Passing #200	Soluble Salts (ppm)	Remarks
					Surcharge (ksf)	Total Compression (%)		Cohesion (ksf)	Φ Angle (deg.)	Liquid Limit	Plasticity Index			
						In-Situ	After Saturation							
2	5-6	CL	103.3	15.5				0.15	32.9					2

Note: Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.
NP = Non-Plastic

Remarks

1. Compacted density (approx. 95% of ASTM D698 max. density at moisture content slightly below optimum.)
2. Submerged to approximate saturation.
3. Slight rebound after saturation.
4. Sample disturbance observed.
5. ASTM D3080 Procedure

Geotechnical Environmental Inspections Materials

Western Technologies Inc. The Quality People Since 1955

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PROJECT: LAKE MARY WATERLINE PROTECTION
JOB NO.: 2521JW159

SOIL PROPERTIES

PLATE **B-3**

MOTZZ LABORATORY, INC.

Laboratory Analysis Report

Western Technologies - Flagstaff
Gregory L. E. Burr
2400 East Huntington
Flagstaff, AZ 86004-8934

Project: 2521JW159
Date Received: 8/13/2021
Date Reported: 8/17/2021
PO Number: 2521PO31

Lab Number: 938287-1 **1 (0-5')**

Test Parameter	Method	Result	Units	Levels
Soluble Salts	ARIZ 237b	175	ppm	
Sulfate	ARIZ 733b	15	ppm	
Chloride	ARIZ 736b	< 3	ppm	

Plate B-4

COMPRESSION TEST REPORT

Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (ksf)	e_o	Swell Press. (ksf)	Swell %	C_r
Sat.	Moist.									
55.9 %	26.9 %	72.7			2.65		1.275	0.1	0.6	

MATERIAL DESCRIPTION	USCS	AASHTO
SILTY SAND	SM	

Project No. 2521JW159 **Client:** CITY OF FLAGSTAFF

Project: LAKE MARY WATERLINE PROTECTION

Source: RING SAMPLE **Depth:** 2-3 FEET **Sample No.:** BORING 1

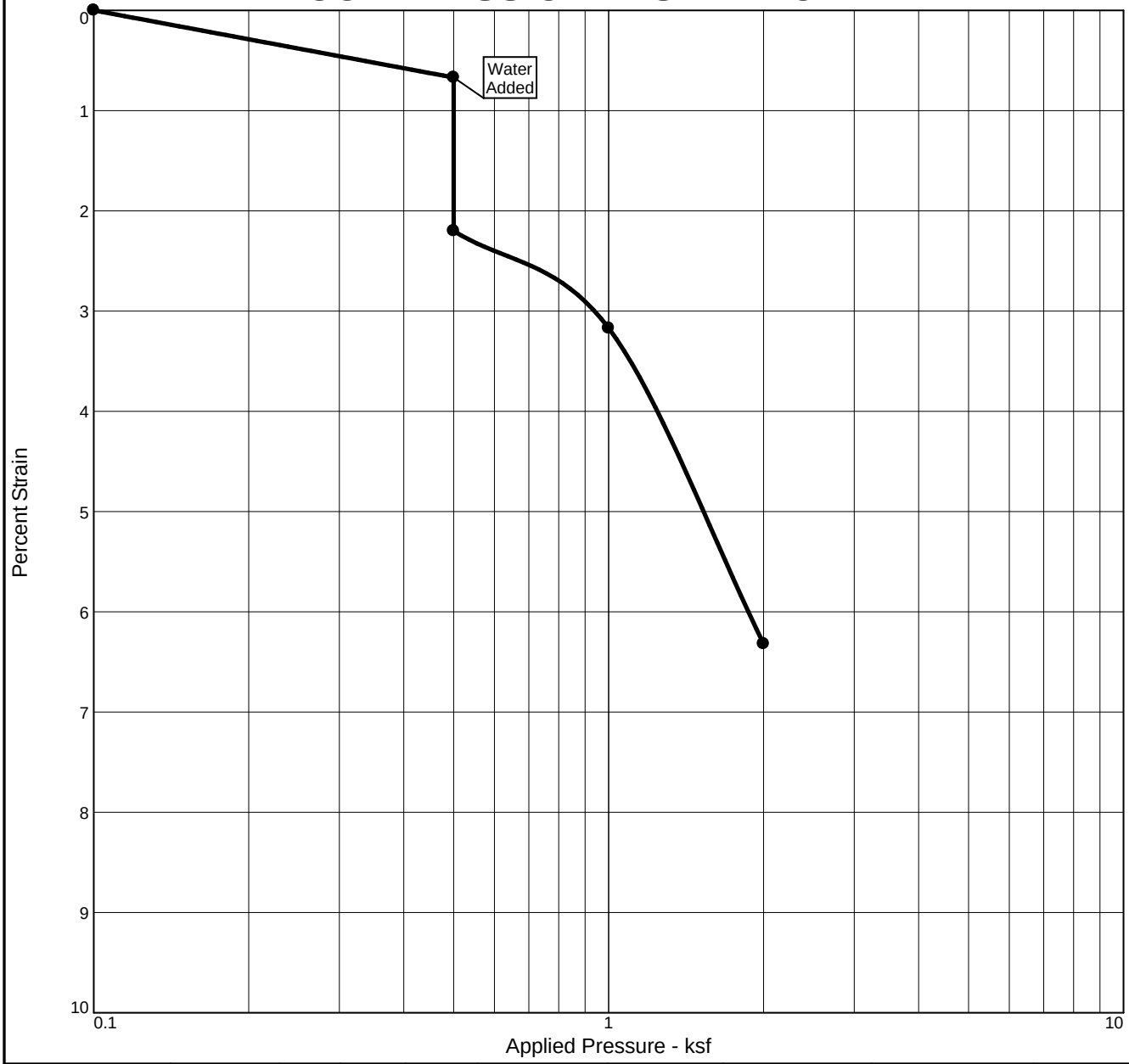
Remarks:

Western Technologies, Inc.

Flagstaff, AZ

Plate B-5

COMPRESSION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (ksf)	e_o	Swell Press. (ksf)	Clpse. %	C_r
Sat.	Moist.									
20.0 %	7.1 %	85.1			2.65		0.943		1.5	

MATERIAL DESCRIPTION	USCS	AASHTO
SANDY SILT	ML	

Project No. 2521JW159 **Client:** CITY OF FLAGSTAFF

Project: LAKE MARY WATERLINE PROTECTION

Source: RING SAMPLE **Depth:** 2-3 FEET **Sample No.:** BORING 2

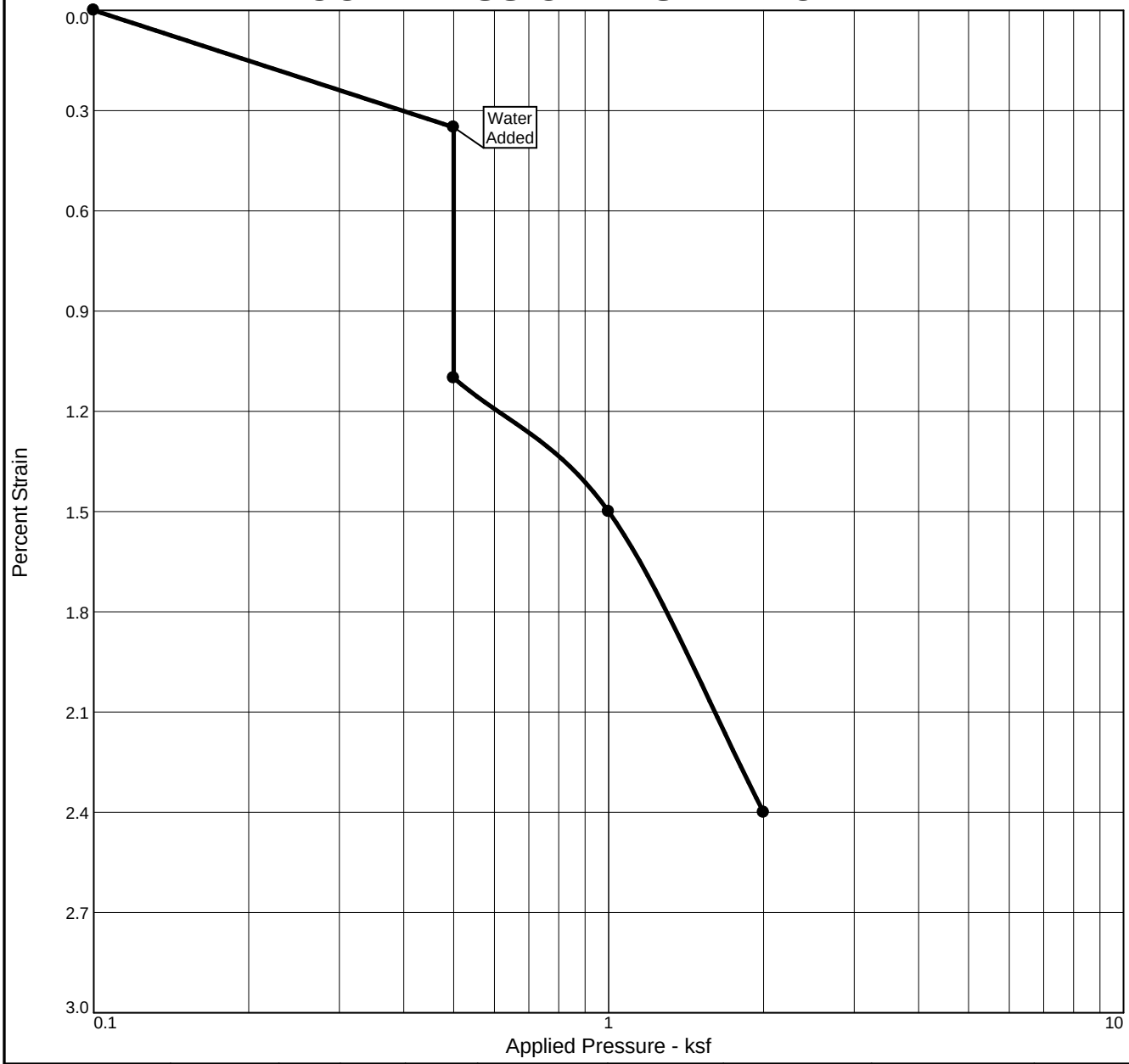
Remarks:

Western Technologies, Inc.

Flagstaff, AZ

Plate B-6

COMPRESSION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (ksf)	e_o	Swell Press. (ksf)	Clpse. %	C_r
Sat.	Moist.									
42.5 %	8.9 %	106.5			2.65		0.553		0.8	

MATERIAL DESCRIPTION	USCS	AASHTO
SILTY SAND	SM	

Project No. 2521JW159 **Client:** CITY OF FLAGSTAFF

Project: LAKE MARY WATERLINE PROTECTION

Source: RING SAMPLE **Depth:** 2-3 FEET **Sample No.:** BORING 3

Remarks:

Western Technologies, Inc.

Flagstaff, AZ

Plate B-7

Western Technologies Inc.
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2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700 • fax 774-6469

September 17, 2021

City of Flagstaff
4500 Lake Mary Road
Flagstaff, Arizona 86005

Attn: Mr. Paul Turner, P.E., C.F.M.
Mr. Brian Huntzinger, Water Production Manager

Re: Geotechnical Evaluation
Lake Mary Waterline Protection
35.145167 N; -111.640417 W
Flagstaff, Arizona

Job No. 2521JW159
Addendum No. 1

In accordance with your request, we have reviewed our geotechnical evaluation report for the above referenced project. The purpose of the review was to provide some additional recommendations for roadway subgrade preparation. The following recommendations are presented:

- All vegetation should be cleared and grubbed from the roadway crossing alignments.

- To eliminate the recommendation for scarification and recompaction of the existing subgrade soils in the waterline crossing areas, we recommend the use of Tensar TX5 triaxial geogrid placed at the bottom of the granular cover material at the interface with the existing subgrade soils. A specification sheet for the recommended geogrid is attached.

- If a geotextile separator fabric is used, it should conform to Section 1014-4.03 of the 2021 ADOT *Standard Specifications for Road and Bridge Construction* for a high survivability fabric. The separator fabric should be placed below the geogrid.

- As an alternative, Tensar provides a product where the geogrid and the separator fabric are combined. See the following link:
https://www.tensarcorp.com/solutions/geogrids/filtergrid-solutions
The FG90 product is recommended.

All of the recommendations contained in the original report remain applicable. This addendum should be attached to and become part of the original report. If you have any questions concerning this information, or require additional consultation, observation, or testing services, please contact us.

Sincerely,
WESTERN TECHNOLOGIES INC.
Geotechnical Engineering Services

Craig P. Wiedeman, P.E.
Senior Geotechnical Engineer

Copies to: Addressee (emailed)

Tensar | THE COMPANY YOU CAN BUILD ON®

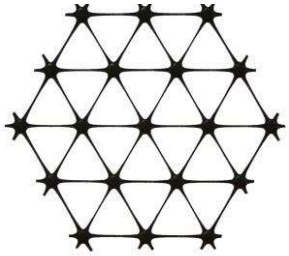
Product Specification - TriAx® TX5 Geogrid

Tensar International Corporation reserves the right to change its product specifications at any time. It is the responsibility of the person specifying the use of this product and of the purchaser to ensure that product specifications relied upon for design or procurement purposes are current and that the product is suitable for its intended use in each instance.

General

1. The geogrid is manufactured from a punched polypropylene sheet, which is then oriented in three substantially equilateral directions so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node.
2. The properties contributing to the performance of a mechanically stabilized layer include the following:

Tensar TriAx® Geogrid



Index Properties[1]	Longitudinal/ Transverse	Diagonal	General
▪ Rib pitch[(2)], mm (in)	40 (1.60)	40 (1.60)	
▪ Mid-rib depth[(2)], mm (in)	1.2 (0.05)	1.3 (0.05)	
▪ Mid-rib width[(2)], mm (in)	1.2 (0.05)	0.9 (0.04)	
▪ Rib shape			Rectangular
▪ Aperture shape			Triangular

Dimensions and Delivery

The TX geogrid shall be delivered to the jobsite in roll form with each roll individually identified. Rolls are shipped with nominal measurements: Equal to 4.0 meters (13.1feet) in width by 75 meters (246 feet) in length or 4.87 meters (16 feet) in width by 100 meters (328 feet) in length.

Notes

1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02. Brief descriptions of test procedures are given in the following notes.

2. Nominal dimensions.

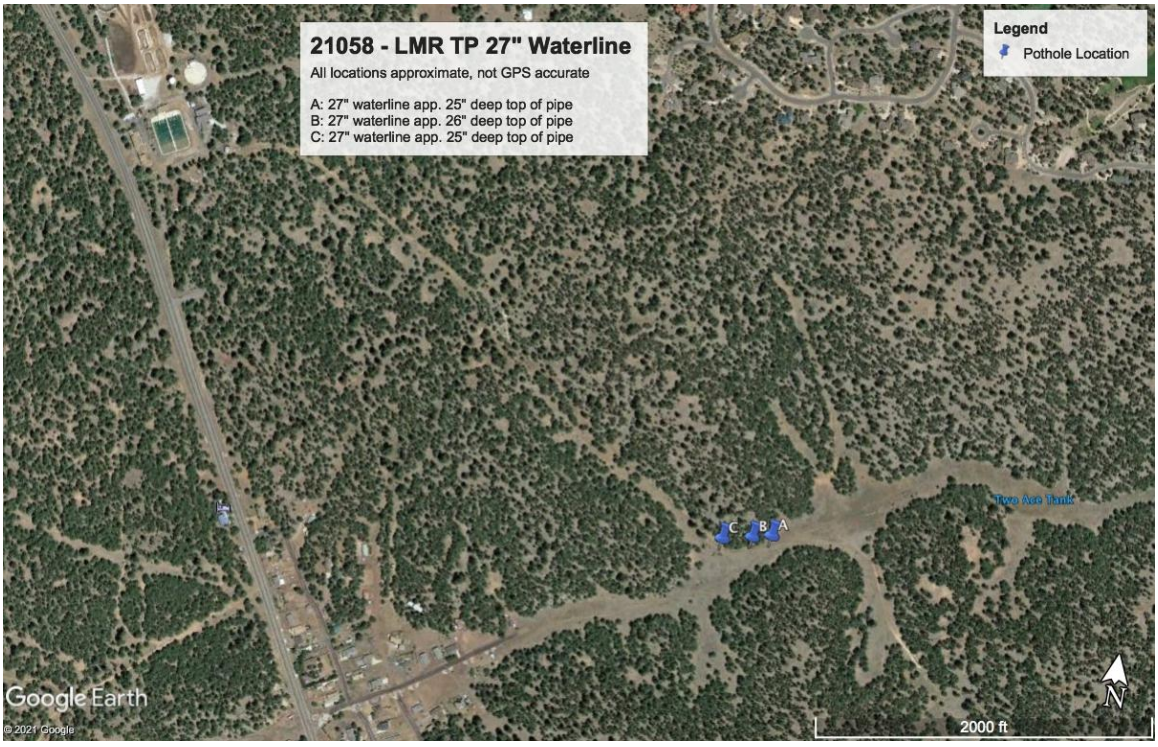
Tensar International Corporation
2500 Northwinds Pkwy.
Atlanta, Georgia 30009
Phone: 800-TENSAR-1
www.tensar-international.com

This specification supersedes any and all prior specifications for the product designated above and is not applicable to any product shipped prior to February 1, 2012. Tensar and TriAx are trademarks of Tensar International Corporation or its affiliates in the US and many other countries. TriAx® geogrid and the use thereof are protected by U.S. Patent No. 7,001,112. Patents or patent applications also exist in other countries. Final determination of the suitability of the above-mentioned information or product for the use contemplated, and its manner of use are the sole responsibility of the user. Tensar International Corporation disclaims any and all express, implied or statutory warranties, including but not limited to, any warranty of merchantability or fitness for a particular purpose regarding this product or the Company's other products, technologies or services. The information contained herein does not constitute engineering advice. (06.18)

21058 LMR TP 27” Waterline

Pothole Excavation Field Notes
4.16.21

Adams Trenching, INC
809 W. Riordan Rd.
Suite 100-371
Flagstaff, AZ 86001-0859
AZ ROC A General Engineering #121998
AZ ROC B-4 General Engineering #126006
For questions contact Alan Adams:
928-607-2312
adamstrenching@gmail.com



21058 - LMR TP 27" Waterline
All locations approximate, not GPS accurate
A: 27" waterline app. 25" deep top of pipe
B: 27" waterline app. 26" deep top of pipe
C: 27" waterline app. 25" deep top of pipe
Legend
Pothole Location
A
B
C
Google Earth
200 ft
N

Station #	PH #	Notes	Photo
	A	Found app. 27” waterline app.25” deep top of pipe	6359 6360 6361 6362

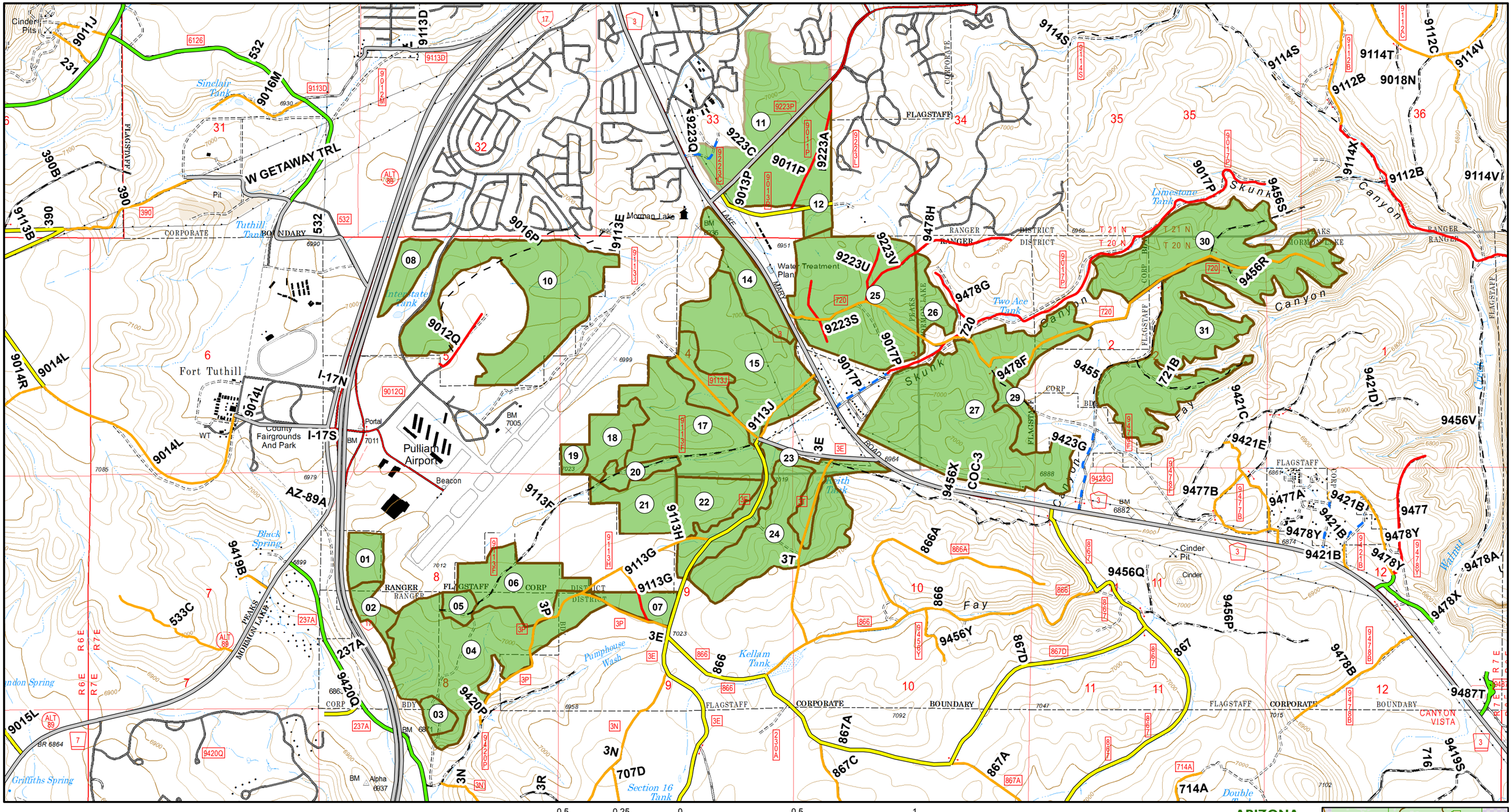
Station #	PH #	Notes	Photo
	B	Found app. 27” waterline app. 26” deep top of pipe	6367 6368 6369

Station #	PH #	Notes	Photo
	C	Found app. 27” waterline App. 25” deep top of pipe	6370 6371 6372

Station #	PH #	Notes	Photo
	NA	Special Note: Potholes A, B and C all showed electronic locator depths of app. 3' on average, yet actual depth top of pipe was found at app. 25". Shallowest electronic locator depths as pictured was found at app. 22". Not potholed as requested by client	6363 6364

Southside- Airport Timber Sale

Coconino National Forest - Flagstaff Ranger District



0.5 0.25 0 0.5 1 Miles

Disclaimer

The USDA Forest Service uses the most current and complete data available. GIS data and product accuracy may vary. Using GIS products for purposes other than those for which they were intended may yield inaccurate or misleading results. The USDA Forest Service reserves the right to correct, update, modify, or replace GIS products without notification. This map is not a legal land line or ownership document. Public lands are subject to change and leasing, and may have access restrictions; check with local offices. Obtain permission before entering private land.

Map Author: alundquist 1/20/2021

Legend

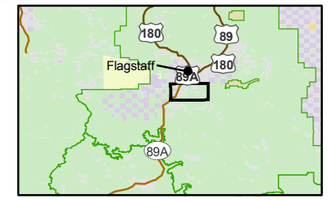
Southside Units

Road Status

- Private, limited, or restricted access road
- MVUM-open, all vehicles, yearlong
- Decommissioned or converted
- MVUM-open, hwy-legal vehicles, yearlong
- MVUM-open, all vehicles, seasonal
- MVUM-open, vehicles < 62 inches wide, seasonal
- MVUM-open, public roads or highways
- Closed unless re-opened with NEPA
- Limited FS admin use only
- MVUM-open, hwy-legal vehicles, seasonal

N

ARIZONA
Coconino County



INDUSTRIAL FIRE PLAN GUIDELINES
For
AUTHORIZED USERS

PURPOSE

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of high fire danger and/or burning conditions. The intent of these guidelines is to provide authorized users with the information they need to ensure their operations conform to the Industrial Fire Precaution Plan in the likely event that fire restrictions are implemented during critical fire season. For the purpose of these guidelines, authorized users include any permit holder, leasee, contractor, subcontractor and other user, engaged in permitted operations on National Forest Lands.

When operating on National Forest Lands, it is incumbent on the permitted user to know the current Industrial Fire Precaution Plan and to take the appropriate actions to meet the mitigation measures in these guidelines. In addition, it is also incumbent on the authorized user to inform any and all of their subordinates (contractors, subcontrators, etc…) of these precautions and to ensure that all requirements are being met.

GENERAL FIRE PRECAUTIONARY MEASURES

COMMUNICATIONS

Authorized users shall ensure a serviceable telephone, radio-telephone or radio communication system is available to provide prompt and reliable communications between the authorized user's operations and the Forest Service in the the event of a wildland fire ignition.

FIRE TOOLS

Authorized users shall furnish and maintain, in good working order, fires tools to be used only for suppressing wildland fires. Each operation shall be provided with one firefighting tool per person to equip all personnel engaged in authorized user's operations. Approved firefighting tools may include the following: pulaski; McLeod tool; long handled shovel.

FIRE TOOLS ON EQUIPMENT

Passenger carrying vehicles, including light pickup trucks and all terrain vehicles, shall be equipped with one (1) long-handled round pointed shovel and one (1) ABC dry chemical fire extinguisher not less than 2 1/2 pounds capacity. Each internal combustion fuel carrying piece of equipment (dumptruck, dozer, excavator, backhoe, etc…) shall be equipped with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

INDUSTRIAL FIRE PLAN GUIDELINES
For
AUTHORIZED USERS

SPARK ARRESTERS AND MUFFLERS

Authorized user will ensure that each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

POWERED HANDTOOLS

During periods of use, each powered handtool operator shall have readily available for use, one long-handled round-pointed shovel and one chemical-pressurized ABC dry chemical fire extinguisher of not less than 8-ounce capacity by weight. Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Fueling or refueling of a powered handtool shall be done in an area which has been completely cleared of material which will carry fire.

Powered handtools shall be moved at least 10 feet from the place of fueling or refueling before starting.

GAS AND OIL STORAGE AND SERVICE AREAS

The location of equipment service areas and gas and oil storage areas shall be approved in writing by the permit adminstrator. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

INDUSTRIAL FIRE PLAN GUIDELINES
For
AUTHORIZED USERS

BURNING OF REFUSE

No slash or other debris, such as that resulting from clearing on right-of-way, shall be burned without the written consent of the Forest Service.

BLASTING

Use of fuses in blasting shall not be permitted. A long-handled round-pointed shovel and at least five gallons of water for fire fighting purposes shall be available at all times. A fire guard must remain on the blasting site for a minimum of one hour after blasting operations have concluded.

WELDING

An area of sufficient size but not less than a 10 foot radius shall be cleared down to mineral soil before welding operations are started. Prior to welding, authorized user shall have available a round-pointed long-handled shovel, at least 5-gallons of water, and a 5-pound fire ABC dry chemical extinguisher at each welding site. A fire guard must remain on the welding site for a minimum of one hour after welding operations have concluded.

SPECIFIC FIRE PRECAUTIONARY MEASURES

EMERGENCY FIRE PRECAUTION SCHEDULE

EMERGENCY FIRE PRECAUTION SCHEDULE	
FIRE RESTRICTION/CLOSURE "STAGE"	
"STAGED" RESTRICTION LEVELS	**INDUSTRIAL FIRE PRECAUTION PLAN**
NO RESTRICTIONS	**A**
STAGE I	**B**
STAGE II	**C**
PARTIAL/FOREST CLOSURE **	**D**
RED FLAG WARNING **(Issued by National Weather Service)**	**D**

**** Partial Forest Closure:**

Project areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan **"C"** operating criteria as agreed upon between the Permit Administrator and Purchaser in writing.

Project areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Precaution Plan "**D".**

Staged restriction levels are determined by the appropriate Forest Line Officer in consultation with the Forest Fire Management Officer and Permit Administrator. The appropriate Forest Line

INDUSTRIAL FIRE PLAN GUIDELINES
For
AUTHORIZED USERS

Officer may adjust the predicted Industrial Fire Precaution Plan for local weather conditions within a Project Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTION

Authorized user will restrict operations in accordance with the attached Emergency Fire Precaution Schedule:

A - Normal Fire Precautions - No fire guard required except for welding and blasting operations.

B - Normal Fire Precautions – Authorized user will provide fire guard.

C - All power equipment use as well as blasting and welding operations will shut down from 9:00 am until 8:00 pm Mountain Standard Time (10:00 am to 9:00 pm MDT). Operations on mineral soil involving activities such as road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue. Authorized user will provide fire guard.

D - Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit. Blasting and welding are prohibited. Authorized user will provide fire guard.

FIRE GUARDS

To prevent, detect, and suppress wildland fire, authorized users shall provide a fire guard at each operating area where power-driven equipment and tools have been operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the work stops for the day, when the Fire Precaution Plan is Plan **"B", "C", or "D".**

A fire guard on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of ten (10) minutes to any of the other areas requiring such service and provided the fire guard patrols all areas where authorized user's activities occurred.

Each fire guard shall be vigilant, able and prepared to actions to prevent, detect, and report any wildland fires and to promptly and efficiently take suppression action with available required firefighting equipment and personnel on any wildland fire that starts on project area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box with a complement of fire tools maintained in serviceable condition. Approved firefighting tools may include the following: Pulaski; McLeod: long handles round pointed shovel. The fire guard will also carry at least 25 gallons of water for firefighting purposes.

RED FLAG EVENTS

A "Red Flag Event" by definition, is a combination of environmental factors that can lead to extreme wildland fire behavior. The criteria for a Red Flag Event include a combination of sustained high winds, low relative humidity, and dry fuels. The thresholds for Red Flag Events

are established by the local National Weather Service office. Red Flag Events are categorized in the following order:

- FIRE WEATHER WATCH is issued to alert the possibility of the development of conditions that would lead to a Red Flag Alert.
- RED FLAG WARNING is issued to warn of a predicted, impending or ongoing event that will meet the criteria of a Red Flag Alert within the next 24 hour period. This warning will generally precede a full alert.
- RED FLAG ALERT is the most critical stage and implemented when conditions are extreme

When a Red Flag Alert is issued by the National Weather Service, all authorized user operations will adhere to Industrial Fire Precaution Plan "**D**" and will shut down operations until the Red Flag Alert is rescinded.

SOUTHWEST INTERAGENCY FIRE RESTRICTION AND CLOSURE MASTER OPERATING PLAN

INDUSTRIAL FIRE PLAN GUIDELINES
For
AUTHORIZED USERS

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-11: An Ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-20.40.060: Development Agreement to add subsection E. Notification Requirements for a Development Agreement. Providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-11 by title only for the final time
2) City Clerk reads Ordinance No. 2022-11 by title only (if approved above)
3) Adopt Ordinance No. 2022-11

Executive Summary:

The proposed amendment is to add notification requirements for Development Agreements.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Encourage public trust through transparency, accessibility and use of the City's public participation policy.
- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement.

Carbon Neutrality Plan

- ES-2: Proactively engage community members on an ongoing basis.

Regional Plan

There are no specific goals or policies in the Regional Plan regarding public notification or engagement.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this Ordinance.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

The proposed amendment is to add notification requirements for Development Agreements including modification to existing agreements. A development agreement is a legally binding contract between a property owner or developer and a local government, often including terms not otherwise required through existing regulations.

The proposed amendment includes the following:

10-20-.40.060 Development Agreements
E. Notification Requirements
1. Notice of a Development Agreement, including an amendment to an existing agreement. Prior to consideration of any action on a Development Agreement, notice of the City Council's public meeting shall be provided pursuant to the public hearing requirements of Section 10-20.30.080. Notice of Public Hearings.

Key Considerations:

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:
The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
The amendment's primary purpose is to engage and inform the public on the development agreement process. There are no specific goals and policies that reference increasing public engagement on this topic. However, the intention of the Regional Plan is to engage the public in development cases that are often subject to development agreements. This text amendment is more of an administrative directive rather than a substantive development standard modification.

B. Finding #2
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provision is intended to provide additional community notification.

C. Finding #3
The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code’s purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Community Involvement:

Inform. Persons of interest on file with the Planning and Development Services section of the Community Development Division were notified of the Planning and Zoning Commission and City Council work sessions and public hearing via first-class mail. Moreover, notification of the work sessions and public hearings were published in the Arizona Daily Sun. As of the date of this report, staff has not received any questions or comments from the public.

Attachments: Ord. 2022-11
Application
Planning & Zoning Commission Staff Report

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, DIVISION 10-20.40 PERMITS AND APPROVALS, SECTION 10-20.40.060 DEVELOPMENT AGREEMENTS TO ADD SUBSECTION E NOTIFICATION REQUIREMENTS, PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to add notification requirements for development agreements; and

WHEREAS, a citizen review session was held at the Planning Commission work session on March 23, 2022, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held a public hearing on April 13, 2022, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. Amend Title 10 Flagstaff Zoning Code, Division 10-20.40 Permits and Approvals, Section 10-20.40.060 Development Agreements, to add subsection E. Notification Requirements for a Development Agreement, as follows:

10-20.40.060 Development Agreements

E. Notification Requirements.

1. Notice of a Development Agreement, including an amendment to an existing agreement. Prior to consideration of any action on a Development Agreement, notice of the City Council's public meeting shall be provided pursuant to the public hearing requirements of Section 10-20.30.080 Notice of Public Hearings.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. 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 8. 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 9. 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 7th day of June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Zoning Code Text Amendment	File Number
2/24/22		PZ-22-00045

Applicant(s)/Property Owner(s)	Title	Phone	Email
Michelle McNulty	Planning Director	928-213-26	Michelle.mcnulty@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue, Flagstaff, AZ 86001			
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol		928-213-2605	tantol@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue, Flagstaff, AZ 86001			

Property Address	City, State, Zip
N/A	

Application Name: Notification Requirements for Development Agreements (Including Amendments)
Zoning Code Text Amendment
Chapter Name and Number: Title 10
Division Name and Number: 10-20.40 Permits and Approvals
Section Name and Number: 10-20.40.060 Development Agreement
Chapter Name and Number:
Division Name and Number:
Section Name and Number:
Chapter Name and Number:
Division Name and Number:
Section Name and Number:

Additional Information:

Owner's Signature (required)	Date:	Representative Signature (If applicable)	Date:
		Michelle McNulty	2/25/22

For City Use		
Date Filed:	File Number(s):	Fee Receipt Number:
P & Z Hearing Date:	Publication and Posting Date:	Amount:
Council Hearing Date:	Publication and Posting Date:	Date:
Received by:	Comments:	

PLANNING AND DEVELOPMENT SERVICES REPORT

Zoning Code Text Amendment

PUBLIC HEARING

PZ-22-00045

DATE: March 21, 2022

MEETING DATE: April 13, 2022

REPORT BY: Tiffany Antol, AICP

REQUEST:

City's request for a Zoning Code Text Amendment to modify the notification requirements for Development Agreements.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, make a recommendation to the City Council for approval of the Zoning Code Text Amendment.

I. Proposed Amendment:

The proposed amendment is to add notification requirements for Development Agreements including modifications to existing agreements. A development agreement is a legally binding contract between a property owner or developer and a local government, often including terms not otherwise required through existing regulations.

The proposed amendment includes the following:

10-20.40.060 Development Agreements

E. Notification Requirements.

1. Notice of a Development Agreement, including an amendment to an existing agreement. Prior to consideration of any action on a Development Agreement, notice of the City Council's public meeting shall be provided pursuant to the public hearing requirements of Section 10-20.30.080. Notice of Public Hearings.

II. Zoning Code Text Amendment

The Planning Director shall provide a recommendation to the Planning and Zoning Commission for its review. The Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include the following: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and a recommendation on whether the amendment should be granted or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The amendment's primary purpose is to engage and inform the public on the development agreement process. There are no specific goals and policies that reference increasing public engagement on this topic. However, the intention of the Regional Plan is to engage the public in development cases that are often subject to development agreements. This text amendment is more of an administrative directive rather than a substantive development standard modification.

B. Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provision is intended to provide additional community notification.

C. Finding #3

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

III. CITIZEN PARTICIPATION

Persons of interest on file with the Planning and Development Services section of the Community Development Division were notified of the Planning and Zoning Commission and City Council work sessions and public hearing via first-class mail. Moreover, notification of the work sessions and public hearings were published on the City's Facebook and in the Arizona Daily Sun. As of the date of this report, staff has not received any questions from the public.

V. PLANNING AND ZONING COMMISSION WORK SESSION

At the Planning and Zoning Commission Work Session of March 23, 2022, staff reviewed the proposed Zoning Code Text Amendment application with the Commission. The Commission had general questions regarding the use of electronic notification methods. Staff has brought this issue to the attention of the Planning Director for further direction.

Attachments:

1. Application
2. Draft of Case No. PZ-22-00045 Updates to Zoning Code –Notification Requirements for Development Agreements (Including Amendments)

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration, and Adoption of Ordinance No. 2022-12 : An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 7.29 acres of real property generally located at 2661 N El Paso Flagstaff Road, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) Zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing and effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-12 by title only for the final time
2) City Clerk reads Ordinance No. 2022-12 by title only (if approved above)
3) Adopt Ordinance No. 2022-12

Executive Summary:

Direct to Ordinance Zoning Map Amendment requested by Square Peg Development, on behalf of the property owner Arizona State Land Department, of approximately 7.29 acres located at 2661 N El Paso Flagstaff Road from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) zone with the Resource Protection Overlay (RPO).

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Promote, protect & enhance a healthy, sustainable environment & its natural resources.
Increase the private sector's participation in environmental stewardship efforts.

Carbon Neutrality Plan

MM-3: Divert more waste from the landfill
MM-4: Reduce organic waste going to the landfill and feed hungry people.

Regional Plan

See attached Planning & Zoning Commission staff report for full analysis.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this application.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:

This is the second of three related items on the Commission's agenda; the first request is a Minor Regional Plan Amendment for 24.75 acres.This amendment is necessary to support this rezoning application.

The applicant, Square Peg Development, is requesting a Direct to Ordinance Zoning Map Amendment on behalf of the property owner, Arizona State Land Department, to rezone approximately 7.29 acres from the Highway Commercial (HC) zone to the Heavy Industrial Open (HI-O) zone located at 2661 N El Paso Road. This amendment would allow the development of a Composting Facility for the purposes of producing mulch, compost, soil amendments, screened aggregates, and value-added forest-based products. The chip and mulch operation will utilize and process waste biomass and natural feedstocks, including but not limited to logs, slash, stumps, soil, and screened aggregates. Ancillary forest industry operation such as biomass chipping and grinding, portable sawmills, pole peeling, and firewood processing may operate on site with the by-products of these operations used in compost, soil amendment, and native soils mixes. The proposed uses are as follows:

- Composting Facility
- Solid Amendment and Native Soil Mix Processing
- Screened Aggregate Processing
- Biomass Based Mulch and Wood Chip Manufacturing
- Portable Timber Mill Operation
- Firewood and Associated Bark Mulch Processing
- Forest Industry Material and Equipment Storage

Key Considerations:

Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in

compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

See Minor Regional Plan Amendment staff summary.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development with the improvements as identified in this report. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report date April 11, 2022.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-ways.

The applicant held one virtual neighborhood meeting using the Zoom platform regarding this case on April 7th at 6:00pm. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Attachments:

Application
Authorization Letter
Planning & Zoning Commission Staff Report
Ord. 2022-12
Rezone Legal Description
Project Narrative & Regional Plan Analysis
Site Plan
Preliminary Drainage Letter
Neighborhood Meeting Plan

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Date Received	**Application for Concept Zoning Map Amendment**	File Number

Project Name Restoration Soils Yard			
Site Address M&B IN NE N2S2NW S2S2N2NW	**Parcel Number(s)** NA	**Subdivision& Lot Number** NA	**Site Acreage** 8.95
Existing Zoning District HC	**Proposed Zoning District** HI-O	**Existing Regional Plan Area and Place Type** Area in White	
Existing Use Vacant Disturbed Land	**Proposed Use** Mulch and Compost Facility		
Property Information:	☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____) ☐ Yes ☒ No Existing structures are over 50 years old at the time of application? ☒ Yes ☐ No Subject property is undeveloped land?		
Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase) Small			

Property Owner(s) Arizona State Land Department c/o Van Robinson	**Phone** 602-542-3127
Mailing Address 1616 West Adams, Phoenix, AZ 85007 **City, State, Zip**	**E-mail** vrobinson@azland.gov
Applicant(s) Square Peg Development c/o David Hayward	**Phone** 510-331-3380
Mailing Address 3325 N Antler Xing, Flagstaff, AZ 86001 **City, State, Zip**	**E-mail** david@squarepegaz.com
Project Representative(s) NA	**Phone**
Mailing Address **City, State, Zip**	**E-mail**

Property Owner Signature (required) See attached ASLD Letter	**Date**	**Applicant Signature**	**Date** 7-20-21

For City Use

Date Filed:	**File Number(s):**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	**Action by City Council:**
☐ **Approved**	☐ **Approved**
☐ **Denied**	☐ **Denied**
☐ **Continued**	☐ **Continued**

Staff Assignments	**Planning**	**Engineering**	**Fire**	**PW/Water Services**	**Stormwater**

Application for Concept Zoning Map Amendment

The information included below is intended to help an applicant complete the necessary forms and provide the required information in support of an application for a Concept Zoning Map Amendment (i.e., rezoning) as established in Zoning Code Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map).

Concept Zoning Plan

Using a **Concept Zoning Plan** as the basis for the application (Authorization to "Rezone" with a Concept Zoning Plan), an application for Zoning Map Amendment will be processed before an application for Site Plan or Preliminary Plat Review is considered.

Prior to the acceptance of a Concept Zoning Map Amendment application, an **Impact Analysis Scoping Meeting** is required (see attached application). This meeting requires the applicant to submit a **Concept Plan with Proposed Uses, Vicinity Maps, Context Map**, **Concept Phasing Map**, **and Housing Types Table** (if applicable) as well as a **Proposed Circulation Map.** This will include square footage of nonresidential uses as well as number of dwelling units. The impact analysis will need to evaluate all proposed uses to determine the direct impacts created by the development.

General Processing Information for all Applications

1. Application(s) shall be made on the forms provided by the City which shall bear the signature of the owner of the property affected. If the applicant is other than the owner, the applicant shall also sign the application. The application shall include all information and materials specified in the checklist along with the required fee.
2. All applications shall be reviewed by staff to determine the completeness of the application prior to it being scheduled for a public hearing before the Planning and Zoning Commission or City Council. Prior to the first hearing with the Planning and Zoning Commission, the Planning Development Manager will notify the applicant of the required number of copies of the completed application to submit for the public hearing review.
3. The Planning Director may request any additional information that is relevant to assist in the review of the rezoning request (Zoning Code Section 10-20.50.040.C.3). The Planning Director may also waive the requirements for any of the information required in Zoning Code Section 10-20.50.040.C if it is determined that such information is not necessary in order to complete a review of the requested Zoning Map Amendment.
4. The applicant shall schedule and conduct neighborhood meetings in compliance with Zoning Code Section 10.20.30.060.
5. Each request for rezoning shall be advertised in a local newspaper, have notices sent to surrounding property owners, and have the notice posted on the property at least 15 calendar days prior to the first public hearing.
6. A minimum of 30 calendar days is required to process an application for a Planning and Zoning Commission public hearing. The Planning and Zoning Commission meets on the second and fourth Wednesday of each month.
7. The requested rezoning will be scheduled for a public hearing by the City Council a minimum of 21 calendar days or more after action by the Commission.

Findings for Granting a Zoning Map Amendment

An amendment to the Zoning Map may be approved only if all the following findings are made, as applicable to the type of amendment proposed:

1) The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan; and
3) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal) to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Applications for Concept Zoning Map Amendments will not be accepted or scheduled for public hearing until all submission requirements are met. Neither the application nor accompanying development plans can be amended or modified once an application has been scheduled for public hearing.

The submittals required for applications for Zoning Map Amendments vary based on the size of the development and whether an amendment to the General Plan is required, as set forth below:

1. **Small-Scale Zoning Map Amendments**. These are applications for Zoning Map Amendments for which no infrastructure analyses are required by the *City of Flagstaff Engineering Standards* and are determined by the Planning Director to be consistent with the General Plan and to be compatible with surrounding development. These applications typically include developments on small lots or parcels (a duplex, for example). For such applications, the requirements for a site analysis and Concept Zoning Plan may be waived if they are not warranted in the opinion of the Planning Director.

2. **Medium-Scale Zoning Map Amendments.** These are applications for Zoning Map Amendments for developments that fall below the thresholds for large-scale Zoning Map Amendments and that meet the following thresholds:
    a. Require a minor amendment to the General Plan; and/or
    b. Require infrastructure analyses in accordance with the *City of Flagstaff Engineering Standards*.

    Such applications must meet the minimum submittal requirements for a Concept Zoning Plan (see Part II – Concept Zoning Plan checklists on page 5 of this application), in addition to a development agreement that defines applicant/City obligations, if needed.

3. **Large-Scale Zoning Map Amendments.** These are applications for Zoning Map Amendments that meet the following thresholds:
    a. Residential developments over 100 units; all commercial developments over 50,000 square feet or 15 acres; all industrial and research and development uses over 150,000 square feet or 20 acres; or
    b. Require a major amendment to the General Plan.

    For such applications, the minimum submittal requirements for a Concept Zoning Plan are required, as well as infrastructure analyses as required by the *City of Flagstaff Engineering Standards*. Additional requirements for citizen outreach may also be required depending on the size of the proposed development. In addition, a development agreement that defines applicant/City obligations is required to be submitted.

4. **Multi-Phase Scale Zoning Map Amendments.** These are applications for Zoning Map amendments for very large projects that meet the following thresholds:
    a. Are complex in terms of their associated development issues; involve the future subdivision of land and the potential for multiple land developers; include multiple land use types; include multiple zone designations; involve complex utility infrastructure issues; and will require the design and layout of an internal street network to connect to existing streets; or
    b. Require a major amendment to the General Plan.

    For such applications, the minimum submittal requirements for a Concept Zoning Plan are required, in addition to the requirements for an Enhanced Concept Zoning Plan in Section II.6 of the Concept Zoning Map Amendment checklist on page 6 of this application.

Public Record

All information submitted in conjunction with this application will become part of the public record and may be provided to members of the public. You must notify the City prior to submitting this application if you believe the information you are submitting may be proprietary or confidential.

CITY OF FLAGSTAFF	**Concept Zoning Map Amendment** Concept Zoning Plan Development Application Checklist

Minimal Submittal Requirements:
As part of the Impact Analysis Scoping Meeting (if required), the Planning Development Manager assigned to your project will identify those items from this Application Checklist that will be required for Concept Zoning Map Amendment application submittal. An application that does not include all required items will be returned for corrections. If you have any questions regarding the information above or items indicated on this checklist, please contact your Planning Development Manager at the contact information listed on Page 8 of this application.

PART I – GENERAL REQUIREMENTS

Staff Use Only		**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below.
Req	Sub	
☒	☐	**I.1 Zoning Map Amendment Development Checklist** (this list) completed and signed by a Planning Development Manager.
☒	☐	**I.2 Application Fee** □ Small Scale □ Medium Scale □ Large Scale □ Multi-Phase scale □ Low Density Residential Base fee $_____ + (Per acre fee $_____ x Number of acres _____) = ***TOTAL:** **$**_____ ***Please note, this fee calculation is good for six months from the date listed on Page 8 of this application. If submittal is to occur after expiration of this calculation, please contact the Planning Development Manager listed on Page 8 of this checklist for an updated fee.**
☒	☐	**I.3 Completed Application for Concept Zoning Map Amendment Review** – 1 copy The application must be signed by the applicant and the current property owner of record. If the property owner is unavailable to sign the application, a Letter of Authorization must be submitted.
☒	☐	**I.4 – Electronic Submittal** An electronic copy of all submitted information (.pdf or .tif format) with individual files labeled by checklist heading type (i.e., II.1 Cover Sheet; II.2 Vicinity Map).
☒	☐	**I.5 Legal Description** –1 copy A correct and approved legal description (metes and bounds) and map of the subject property is required. Please note that legal descriptions must have been approved by the City before the requested amendment and ordinance will be considered by the City Council. The legal description must be: • Submitted on acid free paper. • Submitted in an electronic (.pdf) format.
☒	☐	**I.6 Title Report – No older than 30 days from the submittal date** – 1 copy Include complete Schedule A and Schedule B.
☒	☐	**I.7 Neighborhood Meeting(s) Plan**– 1 copy A plan for how the applicant intends to conduct the neighborhood meeting(s) in compliance with Zoning Code Sections 10-20.30.060 and 10-20.30.070. This plan shall include the following information: • Property owners, citizens, jurisdictions, and public agencies within 300 feet of the development site or that may be affected by the application, Homeowners Associations and Neighborhood Associations within 1,000 feet of the subject property, and the Registry of Interested persons or groups. The Planning Director may expand the required notification area based on the location and context of the subject property. • Proposed notification methods (e.g., mail, e-mail, newspaper, or posting of the subject property with a 4 foot by 4 foot sign 10 days prior to the meeting) for persons and organizations identified above. • Form, structure, and agenda of the meeting (e.g., town meeting, workshop, charrette, or other appropriate public outreach technique). • Opportunities for those particularly affected parties to discuss and provide input on the applicant's proposal. • Location, date, and time of the neighborhood meeting. • Methods to keep the Planning Director informed of the status and results of the neighborhood meeting.
☒	☐	**I.8 Notice of Public Hearings**– 1 copy (Public Hearing notice format is attached to this application) Neighborhood notifications must conform to all requirements of Zoning Code Section 10-20.30.080 and include: • A list of all property owners and addresses (the Planning Director may expand this notification area) of the subject property, as well as potentially affected citizens identified in the Citizen Participation Plan. • Affidavits of notice mailing and sign posting (see attached).

☒	☐	**I.9 Neighborhood Meeting Record of Proceedings** – 1 copy The applicant shall create a written summary of the meetings which shall be submitted prior to the application being deemed complete and include: • Certification that the meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060. • Details of techniques used to involve the public, including: o Dates and locations of neighborhood meetings; o Copies of letters, notices, newsletters, and other correspondence, including dates and numbers of mailings or deliveries; o A copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located; o The number and names of people that participated in the process based on the sign-in sheet for the meeting; and o A dated photograph of the sign installed in compliance with Zoning Code Section 10-20.30.060.D.6. • A summary of concerns, issues, and problems expressed during the neighborhood meeting, including: o The substance of the concerns, issues, and problems; and o The applicant's response to the comments received at the public meeting. • The applicant shall also send a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting within two weeks of the meeting.
☐	☐	**I.10 Development Agreement Application and Fee**
☐	☐	**I.11 Owner Certification Acknowledging Receipt of Notice of Right to Appeal Exactions and Dedications**
☒	☐	**I.12 Electronic Submittal** – 1 copy An electronic copy of all submitted information (.pdf format).

PART II – CONCEPT ZONING PLAN

Staff Use Only		
Req	Sub	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below. All plans shall be plotted at an appropriate scale for ease of reading and reproduction. Please note the Concept Zoning Plan does not need to be based on accurate survey data. The City's GIS topographic and other data, as well as the City's aerial photographs, are appropriate for use as the base layer for the Concept Zoning Plan.
☒	☐	**II.1 Cover Sheet** – 1 copy (minimum 8.5" x 11") The cover sheet of the Concept Zoning Plan shall include the following: **Administrative Data:** • Property owner's name, address, and phone number. • Developer's name, address, and phone number. • Preparer's name, address, and phone number. • The name, address, and phone number of all consultants assisting with the application. • Date of plan preparation. **Property Data:** • Site address. • Assessor's parcel number. • Site area (acres). • Existing zoning classification(s). • Proposed zoning classification(s). **Project Data:** • Development name. • Residential – General computation of proposed number of dwelling units, units per acre, and building types. • Commercial – General computation of proposed non-residential (commercial/industrial) square footage, Floor Area Ratio (FAR), and building types. • Mixed-Use – Include the requirements for both Residential and Commercial projects listed above. • Open Space – General description of proposed open space type(s).
☒	☐	**II.2 Vicinity Map** – 1 copy (minimum 8.5" x 11") (see examples on pages 9-10 of this application for more information) The vicinity map, which may be divided into separate sheets, shall include the following: • The location of the subject property within the city relative to interstate highways, major arterials, and collectors. • Surrounding parcels and streets within 300 feet from the subject property. • An aerial photograph with the subject property highlighted with street names.

☒	☐	**II.3 Context Analysis Map** – 1 copy (minimum 11" x 17") The context analysis map shall be drawn on an aerial photograph and shall identify the following within 300 feet of the subject property (see examples on page 11 of this application): • Subject property boundaries. • Existing zoning. • Existing uses. • Street names. • Contour lines (minimum 2-foot intervals). • Other natural features (i.e., flood plains, floodways, and general locations of slopes and forest resources).
☒	☐	**II.4 Site Analysis Map** – 1 copy (minimum 11" x 17") In accordance with Section 10-30.60.030 of the Zoning Code, the site analysis map shall be drawn on an aerial photograph and shall identify the following: • Topography of the site – Areas with the following slopes: 0 to 16.99%, 17 to 24.99%, 25 to 34.99%, 35% and steeper. • Solar orientation or aspect – The ability of development to take advantage of the sun's energy. • Existing or native vegetation types and relative quality. • View corridors – Analysis to determine view corridors to and from the subject property. • Climatic considerations – Understanding of prevailing wind and precipitation patterns and frequency. • Subsurface conditions – Soil and foundation conditions. • Drainage swales and stream corridors – Locations identified to minimize disturbance. • Built environment and land use context: ▪ Subject property boundaries and adjoining land uses. ▪ Location of adjacent roadways, driveways, off-street vehicular connections, pedestrian ways, access points, and easements. ▪ Existing structures and other built improvements including residential building footprints constructed before 1946 and commercial building footprints that are over 50 years old at the time of application. ▪ Prehistoric and historic sites, structures, and routes.
☒	☐	**II.5 Concept Zoning Plan** – 1 copy (minimum 11" x 17") The Concept Zoning Plan shall be drawn on an aerial photograph and shall include the following: ▪ Scale and north arrow. ▪ Legend. ▪ Date prepared. ▪ Subject property boundary. ▪ Contour lines (minimum 2-foot intervals). ▪ List of all uses proposed on the subject property. ▪ List of all uses that will not be permitted on the subject property. ▪ Illustrative photographs and descriptions (i.e., estimated number of dwelling units, number of floors, non-residential square footage, and FAR, etc.) of proposed building types and forms. ▪ Identification of maximum building envelope for all proposed uses (identification of proposed building footprints is optional). ▪ Conceptual representation of parking areas with approximate number of total parking provided (depiction of a detailed parking layout is not required). ▪ Location of existing improvements, buildings, and uses on the subject property. ▪ Rights-of-way with street names, pedestrian facilities, transit facilities, Flagstaff Urban Trail System (FUTS), etc. ▪ Conceptual representation of points of connection to rights-of-way, pedestrian facilities, FUTS, etc. ▪ Conceptual representation of areas proposed for forest resource preservation (if the subject property is located within the Resource Protection Overlay). ▪ Conceptual representation of areas proposed for open space, civic space, parks, etc. ▪ Photographs to represent proposed civic space types. ▪ Conceptual representation of areas proposed for stormwater detention and Low Impact Development. ▪ Location, size, and type of existing and proposed utilities with a conceptual representation of points of connection. ▪ Description of any proposed grading activity for the subject property. ▪ Any other information the applicant would like to submit in support of the requested Zoning Map Amendment.
☐	☐	**II.6 Enhanced Concept Zoning Plan** – 1 copy (minimum 11" x 17") In multi-phase developments, the Concept Zoning Plan shall be enhanced to add the following: • Indicate the proposed zoning designation(s) within the subject area. • Conceptual representation of vehicular circulation (collector roads and above) within the project area and connections to existing vehicular infrastructure. • Three-dimensional bulk and mass analysis/visualization of the project or parts of the project. • Architectural rendering. • Phasing map indicating the sequence of zoning, development, and public utility and infrastructure improvements.

☒	☐	**II.7 Project Narrative** – 1 copy The narrative should include the following: • Project title and date. • The reason for the request. • An analysis of how the proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plan(s). This analysis shall include any relevant goals and policies that DO NOT support the application. • A summary of how the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare, and will add to the public good. • A description of how the subject property is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, stormwater drainage, and wastewater collection, treatment, and disposal) to ensure that the requested amendment and the proposed uses will not endanger, jeopardize, or otherwise constitute a hazard to the subject property or improvements within the vicinity of the subject property. • A description of how essential public services (i.e., water, wastewater, stormwater, solid waste) will be provided. • An analysis of how the proposed amendment will benefit the community. • Any additional information the applicant would like to submit in support of the requested amendment.

PART III – REQUIRED REPORTS, STUDIES, ANALYSIS, AND RELATED DATA

Staff Use Only		
Req	Sub	**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below.
☐	☐	**III.1 Cultural Resource Study** – 1 copy All cultural resource studies must be prepared by a qualified historic preservation professional and include the following information: • Introductory information (identification of the development, property owners, clients, study preparers, contents, and index). • A description of the study area and context and a description of the study boundaries and how these were determined. • A description of existing conditions. • A description of proposed work. • A summary of research results; review of literature and records (AZSITE, ASLD, Government Land Office Maps and Sanborn Maps, land use records, and so forth). • A detailed description of the site history. • A complete description and evaluation of the significance and integrity of actual and potential cultural resources. • An evaluation of potential impacts of proposed work on actual or potential cultural resources including any indirect or residual impacts. • Specific recommendations for mitigation of major impacts on actual or potential cultural resources. • When appropriate, specific recommendations for additional research and documentation.
☐	☐	**III.2 Preliminary Drainage Report** – 1 copy Please contact Stormwater Staff for submittal requirements.
☐	☐	**III.3 Drainage Impact Analysis** – 1 copy Please contact Stormwater Staff for submittal requirements.
☐	☐	**III.4 Water and Sewer Impact Analysis** – 1 copy Please contact Water Services Staff for submittal requirements.
☐	☐	**III.5 Reclaimed Water Impact Analysis** – 1 copy Please contact Water Services Staff for submittal requirements.
☐	☐	**III.6 Traffic Impact Analysis** – 1 copy See attached Application for Impact Analysis Scoping Meeting.

PART IV – OTHER SUBMITTAL RQUIREMENTS

Staff Use Only		**Description of Documents Required for Complete Application.** No application shall be accepted without all items listed below.
Req	Sub	
☐	☐	**IV.1 Other Requirements** Please provide the following: _____ _____ _____ _____ _____ _____ _____ _____

PART V – PLANNING DEVELOPMENT MANAGER

No application shall be accepted without a Planning Development Manager signature below.

V.1 Planning Development Manager Contact Information

If you have any questions regarding this application checklist, please contact your Planning Development Manager (PDM). If you did not receive a completed copy of this checklist as part of your Concept Plan review, please contact the PDM assigned to your Concept Plan application.

PDM Name (print): _____ **Phone:** _____

PDM E-mail: _____ **Date:** _____

PDM Signature: _____

Douglas A. Ducey
Governor

Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, AZ 85007
(602) 542-4631

July 19, 2021

David Hayward
Square Peg Development, LLC
3325 North Antler Crossing
Flagstaff, AZ 86001

RE: State Trust Land located in T21N, R8E, Section 8 in the City of Flagstaff
Special Land Use Permit (SLUP) KE#23-122210-030-100
Rezoning from Highway Commercial to Heavy Industrial to Establish a Mulch, Compost and Soil Amendment Processing Yard

Dear Mr. Hayward:

The Arizona State Land Department ("ASLD") has received your request for permission to act as authorized agent for ASLD to apply to the City of Flagstaff (the "Jurisdiction") for a rezoning application (the "Entitlements") to establish a mulch, compost and soil amendment processing yard on State Trust land, as described in the materials provided to ASLD dated June 10, 2021, attached hereto as Exhibit A.

Square Peg Development, LLC, its employees, representatives, agents, and/or consultants (hereinafter "Applicant") therefore, has permission to file for the Entitlements as required by the Jurisdiction.

Please be advised the following conditions and understandings accompany this approval:

1. Applicant shall pay all costs associated with the Entitlements and shall not be reimbursed by ASLD or by any subsequent purchaser at auction.

2. Applicant, their employees, representatives, agents, and/or consultants shall be permitted to act as ASLD's agents to procure the Entitlements and any related permits or approvals which may be required (the "Entitlement Process"), subject to final review and approval by ASLD.

3. Applicant shall diligently pursue the satisfaction of all Entitlements. Further, it shall respond to all inquiries by ASLD as to the status of the Entitlement Process and provide regular updates without formal request.

4. Prior to beginning the Entitlement Process, the Applicant shall provide ASLD with an outline of the proposal and a timeline for the process which identifies key dates with the Jurisdiction or other jurisdictional agency staff and project hearing dates with any agency or jurisdiction. All

documentation, including, but not limited to: land use plans, engineering drawings, application materials and development agreements, shall be submitted to ASLD for approval prior to the date the documentation is filed with the approving jurisdiction. A copy of the application shall be submitted to ASLD on the same day it is filed with the Jurisdiction or other jurisdictional agency.

5. ASLD staff shall be invited, but not required to attend, all meetings with the various agencies, elected officials, and the Jurisdiction as the Entitlements are processed through relevant hearings. A minimum of five (5) business days' notice shall be provided to Department staff in advance of any meeting.

6. Applicant shall submit to ASLD all staff reports and draft stipulations that will be considered by the Jurisdiction on the day they are received by the Applicant, and at least ten (10) business days before each public meeting or hearing, if possible.

7. The Jurisdiction is authorized to enter and inspect the subject property.

8. This authorization may be revoked at any time without notice and in no way creates an obligation on the part of ASLD of any kind.

All information will be provided to Van Robinson, ASLD Real Estate Division with a copy Jon Froke, AICP, ASLD Planning & Engineering Division.

ASLD appreciates your consideration in this matter and looks forward to working with you through this process. If you have any questions, please contact Van Robinson at (602) 542-3127 or vrobinson@azland.gov or Jon Froke at (602) 542-3126 or jfroke@azland.gov.

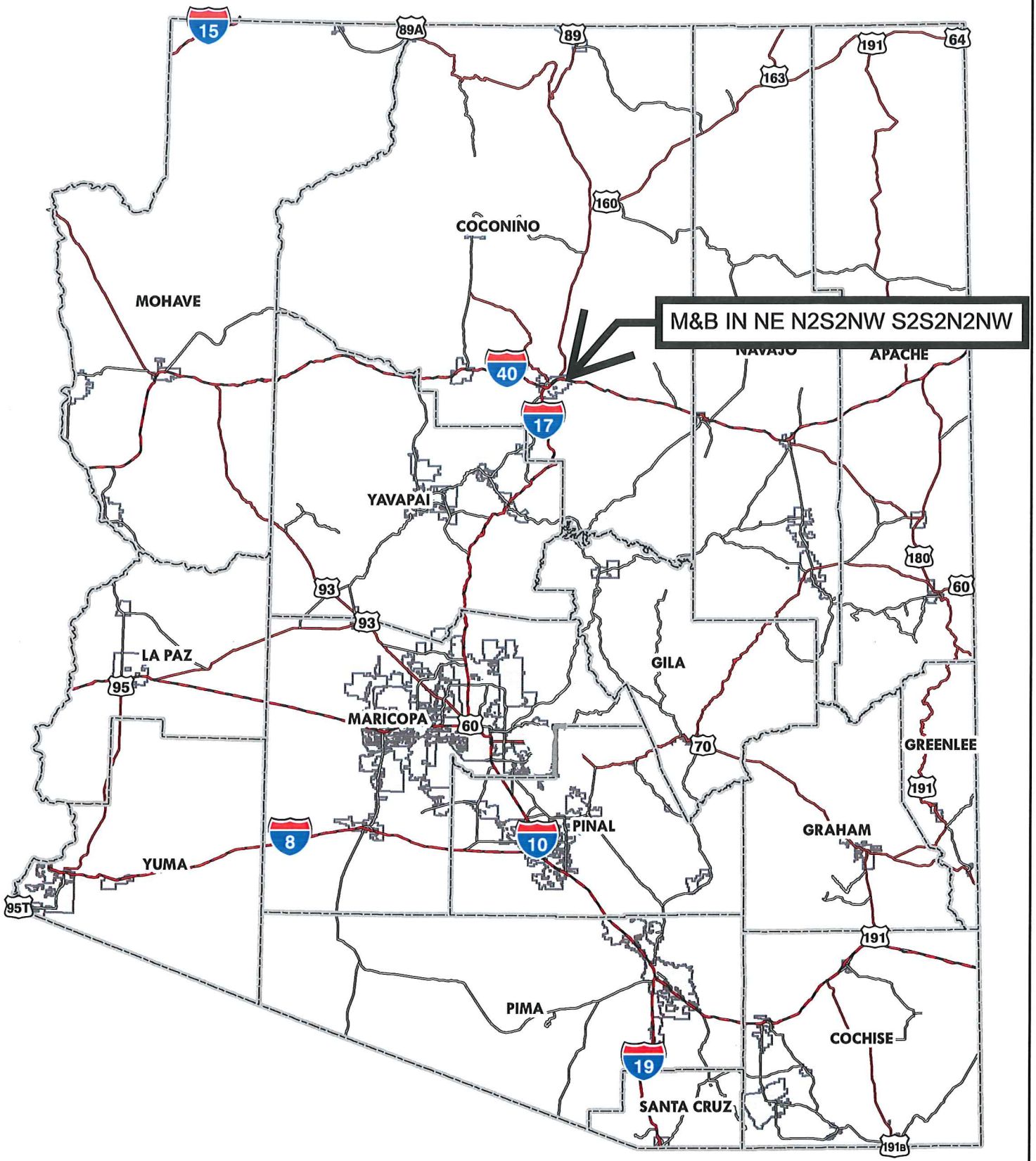
Sincerely,

Mark Edelman, AICP
Director
Planning & Engineering Division

cc: Van Robinson, ASLD Real Estate Division
Jon Froke, AICP, ASLD Planning & Engineering Division

EXHIBIT A

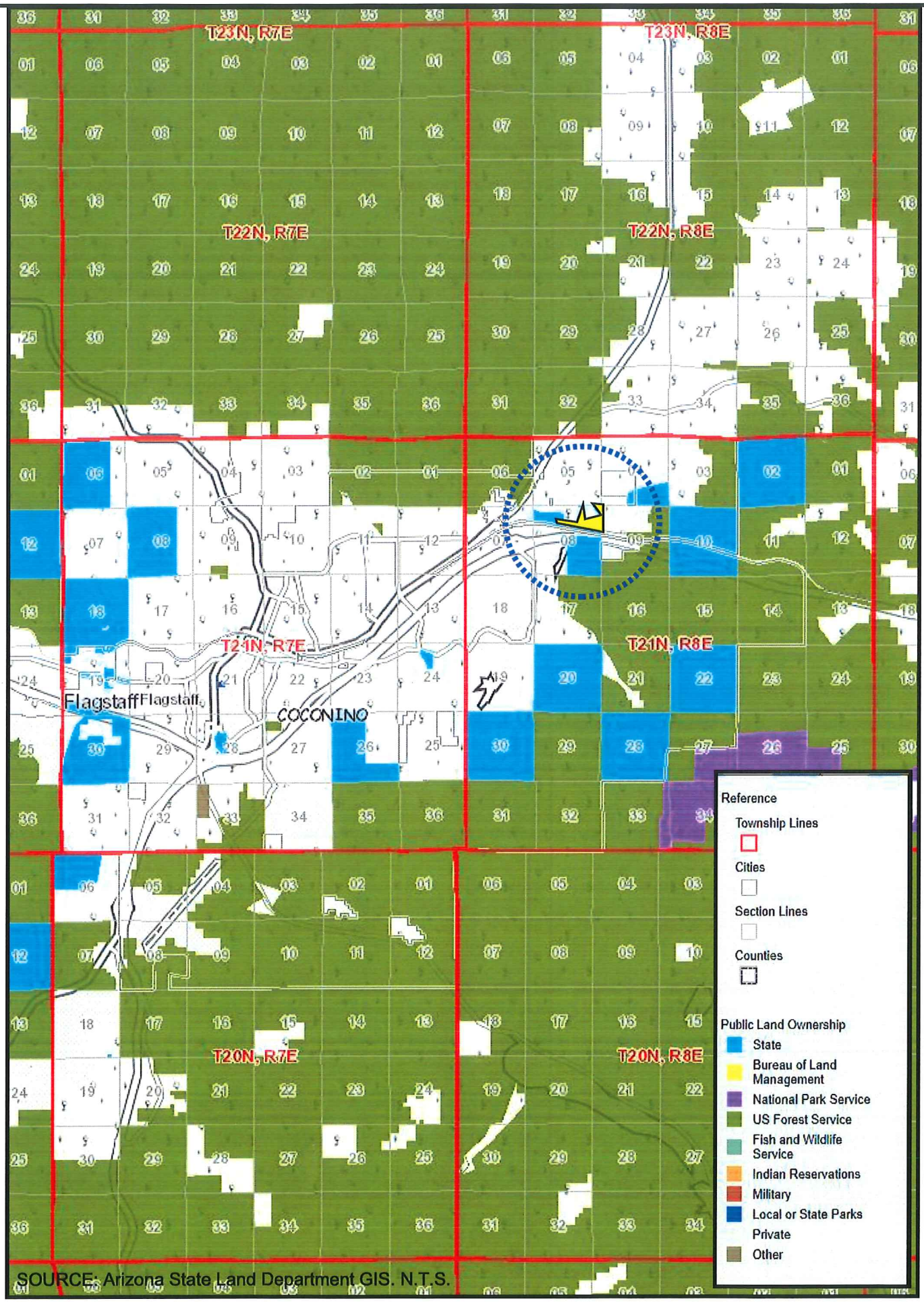
SLUP Application - 23-122210-03-100 STATE LEVEL



SOURCE: Arizona State Land Department. N.T.S.

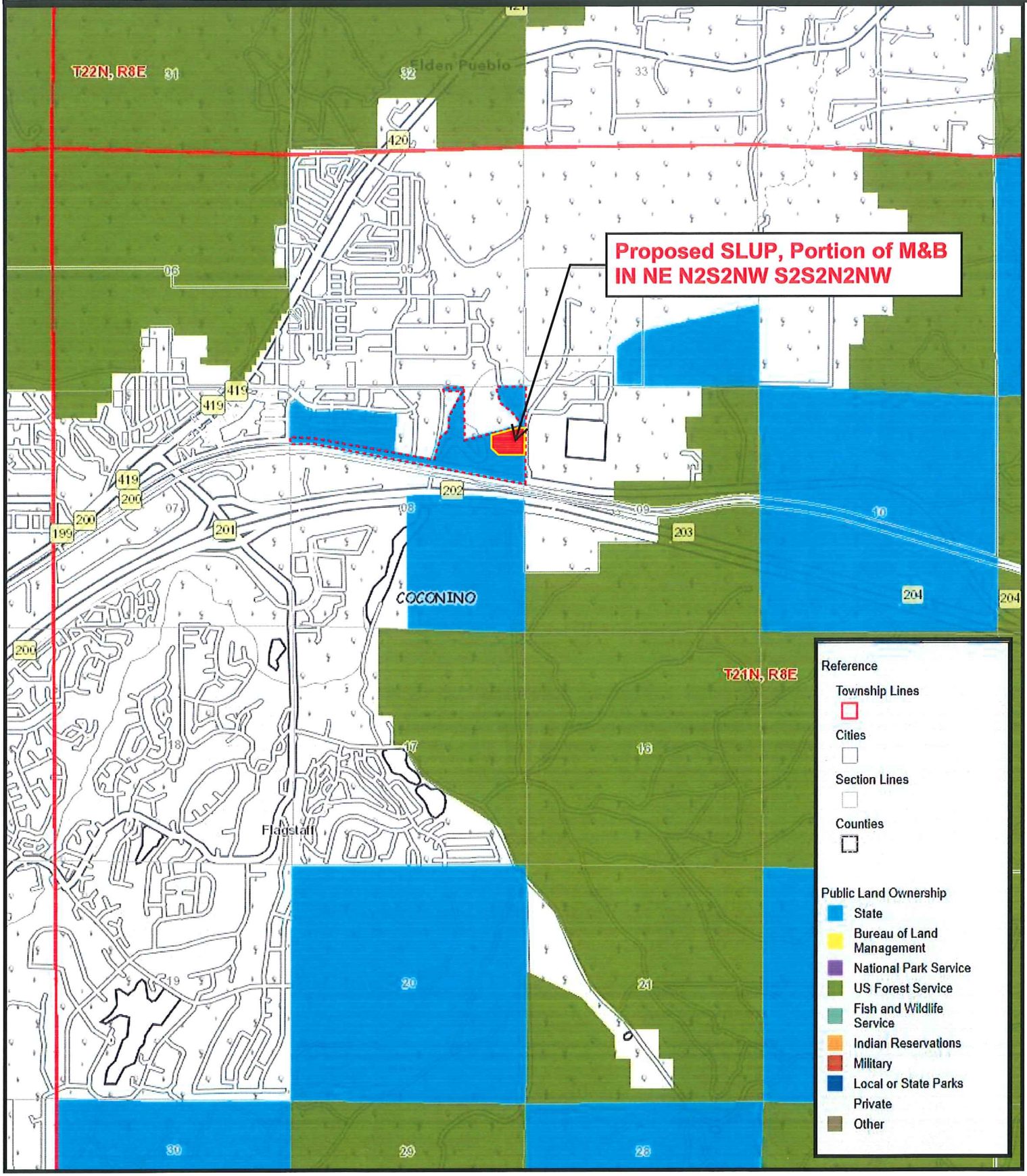
Datum & Projection:
North American Datum 1983 HARN
UTM Zone 12 North - Meters

SLUP Application - 23-122210-03-100 REGIONAL LEVEL



SOURCE: Arizona State Land Department GIS. N.T.S.

SLUP Application - 23-122210-03-100 SECTION LEVEL



SOURCE: Arizona State Land Department GIS. N.T.S.

PLANNING AND DEVELOPMENT SERVICES REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-21-00117-01

DATE: **April 11, 2022**
MEETING DATE: **April 27, 2022**
REPORT BY: **Tiffany Antol, AICP**

REQUEST:
Direct to Ordinance Zoning Map Amendment requested by Square Peg Development, on behalf of the property owner Arizona State Land Department, of approximately 7.29 acres located at 2661 N El Paso Road from the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) zone with the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving an amendment to the Zoning Map for 7.29 acres from the Highway Commercial (HC) to the Heavy Industrial Open (HI-O) zone, subject to the following conditions:

1. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
2. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

PRESENT LAND USE:
The subject property ("Property") is approximately 7.29 acres of vacant land.

PROPOSED LAND USE:
The applicant proposes to develop the site as a composting facility. Composting Facility is defined by the Zoning Code as a facility in which controlled biological decomposition of organic solid waste, excluding restaurant grease and septage, derived primarily from off-site locations under in-vessel anaerobic or aerobic conditions, occurs for commercial purposes. Additionally, the applicant is proposing to add a sawmill to the site sometime in the future. This request does not intend to modify the allowed uses within Heavy Industrial Open zone.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Cemex facility, zoned Heavy Industrial Open (HI-O)
East: Vacant land and the Wildcat Wastewater Treatment Plant, zoned Public Facility (PF)
South: Vacant land owned by the Arizona State Land Department, zoned Highway Commercial (HC)
West: Vacant land owned by the Arizona State Land Department, zoned Highway Commercial (HC)

I. Project Introduction

A. Background/Introduction

This is the second of two related items on the Commission's agenda; the first request is a Minor Regional Plan Amendment for 24.75 acres. This amendment is necessary to support this rezoning application.

The applicant, Square Peg Development, is requesting a Direct to Ordinance Zoning Map Amendment on behalf of the property owner, Arizona State Land Department, to rezone approximately 7.29 acres from the Highway Commercial (HC) zone to the Heavy Industrial Open (HI-O) zone located at 2661 N El Paso Road. This amendment would allow the

development of a Composting Facility for the purposes of producing mulch, compost, soil amendments, screened aggregates, and value-added forest-based products. The chip and mulch operation will utilize and process waste biomass and natural feedstocks, including but not limited to logs, slash, stumps, soil, and screened aggregates. Ancillary forest industry operation such as biomass chipping and grinding, portable sawmills, pole peeling, and firewood processing may operate on site with the by-products of these operations used in compost, soil amendment, and native soils mixes. The proposed uses are as follows:

- Composting Facility
- Solid Amendment and Native Soil Mix Processing
- Screened Aggregate Processing
- Biomass Based Mulch and Wood Chip Manufacturing
- Portable Timber Mill Operation
- Firewood and Associated Bark Mulch Processing
- Forest Industry Material and Equipment Storage

B. Proposed Rezoning and Development Plan

The applicant, Square Peg Development, is requesting rezoning approval to permit the development of a Composting Facility as described above.

Site Plan

On March 15, 2022, the Inter-Department Staff (IDS) approved the Site Plan and deemed the rezoning application to be complete. If this rezoning is approved, the applicant will only need to submit civil plans.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 7.29 acres will be rezoned to the Heavy Industrial Open (HI-O) zone. Development of the site will be required to comply with the standards of the Zoning Code. This rezoning will not be tied or conditioned on the approved Site Plan.

i. Site Planning Standards

These standards do not apply to Industrial uses.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 30% of the tree resources to be saved. A Natural Resource Protection Plan (NRPP) was submitted as part of the site plan application, which shows there are no tree resource to be preserved on site. The NRPP does identify an area of 35% percent or greater slope which will remain entirely undisturbed. If this rezoning is approved, staff will ensure compliance with the Zoning Code during Civil Plan review.

iii. Open Space & Civic Space

The proposed use does not require either open space or civic space.

iv. Pedestrian and Bicycle Circulation Systems

There are no proposed pedestrian or bicycle facilities proposed as part of this application.

v. Compatibility and Architectural Design Standards

No new construction is proposed for the site. The property is owned by the Arizona State Land Department and the applicant has obtained a Special Land Use Permit (SLUP) to utilize the property as a ground-based green waste recycling operation generating mulch and compost. The SLUP prohibits permanent improvements on the

site.

vi. Landscaping

The applicant has requested a Variance from the Landscaping and Screening standards within the Zoning Code. The Variance will be determined by the City Council should they elect to serve as the Board of Adjustment on this matter. If the Variance is not approved, the applicant will be required to meet these standards on the site. For additional information see attached Variance report and recommendation.

vii. Outdoor Lighting

The subject property is located within Lighting Zone 3, which means that it is located further away from astronomical resources within and surrounding the City of Flagstaff. Lighting Zone 3 has the lowest-level standards regarding outdoor lighting and allows for a total of 100,000 lumens per acre for multi-family residential development. Outdoor lighting is not currently proposed for this site.

viii. Parking

There are no specific parking requirements for a Composting Facility found within the Zoning Code. Staff worked with the applicant to develop a parking ratio that met the needs of the proposed use utilizing the requirements for a Construction Yard. A total of four parking spaces are required based on total number of employees and base storage area.

ix. Historic/Cultural Resources

The Heritage Preservation Officer has determined that the resource clearance completed by the Arizona State Land Department is sufficient and no additional review is required.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

No analysis was required.

ii. Water and Wastewater Impact

No analysis was required.

iii. Stormwater Analysis

The development of the subject project consists of new gravel road and a concrete pad with four parking spots. The drainage design for the site is designed to retain the difference between the pre- and post-development runoff volumes on site.

II. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary
See Minor Regional Plan Amendment staff summary.

ii. Applicable General Plan Goals and Policies
See Minor Regional Plan Amendment staff summary.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development with the improvements as identified in this report. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

III. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-ways.

The applicant held one virtual neighborhood meeting using the Zoom platform regarding this case on April 7th at 6:00pm. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Attachments:

- Application
- Project Narrative & Regional Plan Analysis
- Site Plan
- Preliminary Drainage Letter
- Citizen Participation Plan
- Variance Report

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 7.29 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2661 N El PASO FLAGSTAFF ROAD, FROM THE HIGHWAY COMMERCIAL (HC) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE HEAVY INDUSTRIAL OPEN (HI-O) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Square Peg Development, ("the Applicant"), on behalf of the property owner Arizona State Land Department, has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 7.29 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial Open (HI-O) zone with a Resource Protection Overlay (RPO) for the purpose of being developed with a Composting Facility and other affiliated Industrial Uses as permitted in the Heavy Industrial Open zone; and

WHEREAS, the Applicant conducted a neighborhood meeting on April 7, 2022 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on April 27, 2022, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with a certain condition set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the conditions recommended by the Planning and Zoning Commission and has found it to be appropriate for the Property; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Highway Commercial (HC) zone to Heavy Industrial Open (HI-O) zone as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition:

CONDITION:

1. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
2. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial (HC) in accordance with A.R.S. § 9-462.01.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 8. 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 9. 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 7th day of June, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

LEGAL DESCRIPTION
EXHIBIT 'A'
#21214
4/19/22

A portion of the northeast quarter of Section 8, Township 21 North, Range 8 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found railroad rail at a point in common with the east line of said Section 8 and the northerly Right-of-Way line of Old Route 66 according to Arizona State Highway Department drawing No. 3-T-251, from which a found BLM brass cap at the northeast corner of said Section 8 bears North 00°30'57" East, 2019.50 feet (Basis of Bearing);

Thence along the east line of said Section 8, North 00°30'57" East, 523.54 feet to the **POINT OF BEGINNING;**

Thence continuing along said east line, North 00°30'57" East, 600.00 feet;

Thence leaving said east line, South 75°32'02" West, 631.75 feet;

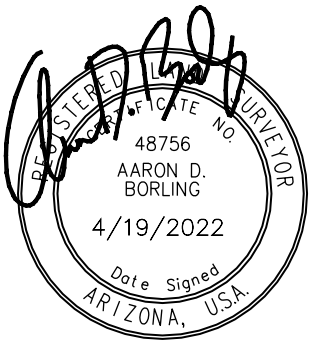
Thence South 01°20'37" West, 436.73 feet;

Thence South 89°29'03" East, 616.59 feet to the **POINT OF BEGINNING.**

Containing 7.29 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

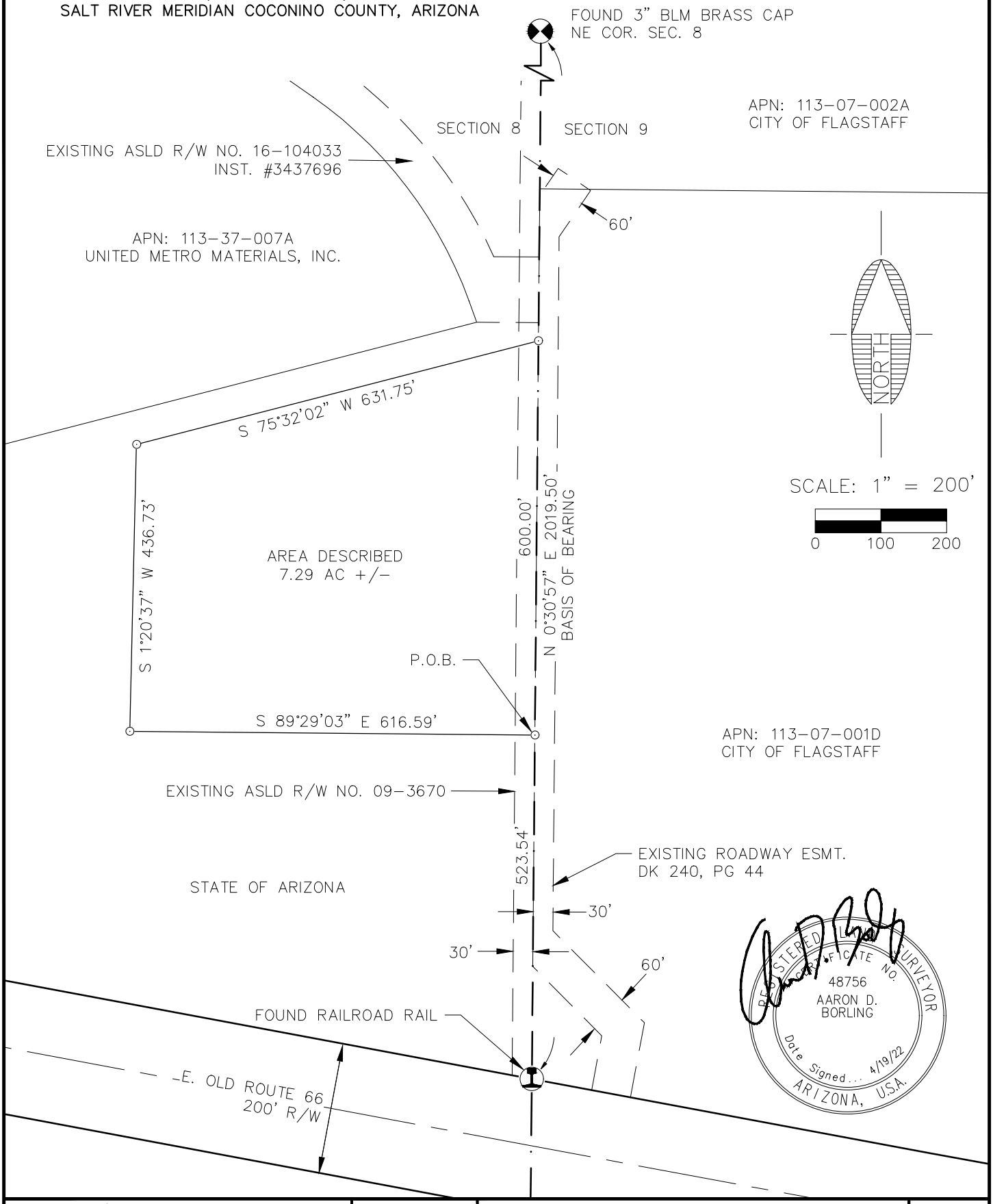
This legal description was prepared by Aaron D. Borling, RLS 48756 on behalf of, and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Arizona.



PLOTTED: Apr 19, 2022–1:52pm

EXHIBIT 'B'

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	21214
DATE	APR 22
SCALE	1"=200'
DRAWN	ADB/HAS
DESIGN	
CHECKED	ADB

ARIZONA STATE LAND — COCONINO COUNTY, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2021\21214\SURVEY\LEGAL DESCRIPTIONS\REZONE\21214 – REZONE.DWG ABORLING

Restoration Soils Concept Rezone Narrative

Project Title

Restoration Soils Yard

3-21-2022

Project/Development Request Description

The applicant wishes to establish a ground-based green waste and biomass processing operation on an 7.29 acre vacant, disturbed but undeveloped portion of a tract of land owned by the Arizona State Land Department. The applicant has received approval from the department to move ahead with an application for a Special Land Use Permit for the parcel running for two years. The proposal includes grading an 4 acre area; installing appropriate run-off controls and detention, installing required fire protection, and creation of limited aggregate-surfaced parking.

The parcel is currently zoned Highway Commercial and this application is to have it re-zoned as Heavy-Industrial. Under it's Heavy Industrial Zoning, Restoration Soils LLC will process and produce mulch, compost, soil amendments, screened aggregates and value added forest based products. The chip and mulch operation will utilize and process waste biomass and natural feedstocks, including but not limited to logs, slash, stumps, soil, and screened aggregates). Ancillary forest industry operations (conducted either directly by Restoration Soils, or by partners) such as biomass chipping and grinding, portable sawmills, pole peeling, and firewood processing may operate on site with the by-products of these operations used in compost, soil amendment and native soils mixes. More specifically the proposed uses are as follows:

Composting Facility
Soil Amendment and Native Soil Mix Processing
Screened Aggregate Processing
Biomass Based Mulch and Wood Chip Manufacturing
Portable Timber Mill Operation
Firewood and Associated Bark Mulch Processing
Forest Industry Material and Equipment Storage

Conformance with General Plan

The proposed amendment is consistent with and furthers the goals of the Regional Plan primarily across the areas described below. Further conformance with over sixty specific Regional Plan policies is detailed in Appendix A.

Sustainability, Environment and Water Resources

Much of the conformance with the Regional Plan, and what distinguishes this proposal from many, is in the areas of environmental planning, forest health, sustainable industry, and water conservation.

Firstly, without successful and growing industries, forest restoration efforts cannot succeed. Disposal and use of low to no value slash/timber byproducts is one of the major impediments to increasing the pace and scale of forest restoration efforts across rural northern Arizona. This parcel can serve as an

important foundation for the development of a forest industry cluster/incubator and play an important role for moving forest restoration efforts forward on state, federal and private lands.

Secondly, proposed compost processing will use only reclaimed water and recycled site run-off. There will be no use of potable water on site for the foreseeable future. Furthermore, compost has been clearly shown to increase soil quality and therefore the soils' ability to retain water, reduce water requirements for landscaping, and reduce runoff. Compost can also play an important role in land reclamation, wildfire recovery, and erosion control, all contributing to watershed protection.

Lastly, the proposed use is specifically to enhance, grow, and support the development of green industry and jobs that such growth would bring. Such environmentally responsible industry is rooted in this type of multi-disciplinary business operating across the public-private industry boundary.

Growth and Land Use

Another important aspect in which this proposed zoning map amendment is in conformance with the Regional plan is in the area of growth and land use. The proposed development is well-within the urban growth boundary. While it may be a stretch to classify this as in-fill development, it is surrounded on all sides by existing uses. Furthermore those uses are either themselves Heavy Industrial, or are public facility uses that closely approximate Heavy Industrial in their character (i.e. one of the city wastewater treatment plants, and the ADOT heavy equipment and material yard).

The site has close access to Interstate 40 as well as the railroad and an existing rail spur. Access to the site itself is off a side road, reducing turn-out impacts, but then immediately to a major local road with existing low traffic counts (West Route 66). Truck traffic to and from the site would not have to pass through any residential neighborhoods, and would be consistent with the existing truck and heavy vehicle traffic on the access road.

These above two factors are likely why (though itself an *Area in White*) the site is enclosed on two sides by a proposed future Industrial / Business Park - Special District on the Future Growth Illustration Map in the Flagstaff Regional Plan.

Incompatible Goals and Policies

While the proposed development is in conformance with a large number (60+) of Regional Plan goals and policies – both as detailed above and as described in appendix A – there are four policies that we have identified that may not support the amendment. These are as follows:

> *Policy WR.3.2. Favor low-water consuming businesses and industries over water-intensive uses.*
>
> While proposed operations for this facility include the use of aerated static piles for composting, which uses less water than windrow systems, there are other industries that use zero water in their manufacturing processes.
>
> *Policy E.1.13. Promote and encourage the use of fuel-efficient vehicles that use renewable fuels.*
>
> While there is the option to use electricity generated from biomass or other renewables for future manufacturing processes, initial equipment will be diesel fueled.
>
> *Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.*

It is not feasible for the proposed development to incorporate natural setting into the design of a site organized for industrial material processing.

Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.

The development is too large and low value per acre to be feasible for an infill site located closer to the center of town.

Impact on the Public Good

As mentioned in the previous section successful forest restoration efforts require a vibrant local industry to process and use low to no value slash/timber byproducts. The proposed use for this parcel as a forest industry cluster/incubator would play an important role for moving forest restoration efforts forward on state, federal and private lands. This significantly positively impacts the public good by reducing the likelihood of catastrophic wildfire and potentially reducing the cost of restoration efforts in the long run.

Furthermore the products proposed for production at this facility have significant public benefits in and off themselves. Again, as mentioned in the previous section, compost increases soil quality and the soils ability to retain water, reducing both water requirements for landscaping and runoff. Compost can also play an important role in land reclamation, wildfire recovery, and erosion control.

The proposed use as a compost facility has a much lower potential environmental, health, and safety impact than other uses allowed in the zone. The applicant has consulted with ADEQ and will procure the minimal appropriate permits required for the use, while conducting monitoring as required. Appropriate and industry best practice measures will be used to prevent possible detrimental impacts of odors, high-nitrogen run-off and insect vectors, though given the small scale of the operation we expect these impacts to be negligible.

Normal considerations of the impact of increased vehicle traffic are of limited concern for the proposed use given anticipated additional volumes fall far below the thresholds requiring impact analysis.

Physical Suitability of Site

Shape, Size, Operating Characteristics and Design: The site allows for an appropriate number of acres for initial operations, ancillary services, and immediate expansion. Mostly level and square, the shape also lends itself well to operating requirements with a low up-front investment in earth moving operations.

Location, provision of public and emergency vehicle access, public services, and utilities: The site is located within the urban growth boundary and has easy access to all city utilities and public services as well as emergency services. Proposed operation involving biomass requires coordination with the fire department, creation of an appropriate emergency response plan and installation of appropriate mitigation measures. Requirements for utilities set by the operating characteristics of the facility are limited to onsite stormwater management and fire hydrant access.

Essential Services

Water: Potable water is not required on site for the proposed use. If a change in use were to cause it to be required, a water main is being installed on El Paso Flagstaff Rd. Reclaimed water from the adjacent standpipe will be used for operations.

Wastewater: Wastewater will not be generated on site.

Stormwater: Stormwater will be managed and reused onsite with appropriately designed LID and other systems.

Solid waste: With less than one FTE predicted for on0-site employment, waste will be hauled off privately. If further waste service is needed it will be contracted with public or private service providers.

Community Benefit

Along with those benefits identified within the first two paragraphs of the previous section, and the ways in which this proposed amendment furthers the goals of the regional plan, re-zoning as Heavy Industrial also replaces a significant portion of the Heavy Industrial Zoned land that the city has lost. A vibrant community is one not based on a single industry or service sector but recognizes the need for multiple inputs into the local economy. As Flagstaff has grown, we have shifted much of our land into residential and service use without providing appropriate replacements to locate industrial facilities. This has caused a dramatic increase the cost of industrial land and facilities, which when added to the high price of housing, creates a significant hurdle to new industry establishing itself in our community. As a highly impacted, previously disturbed site comprised primarily of dumped material this parcel is ideal for the type of Heavy Industrial rezoning required to mitigate those negative impacts.

Appendix A: Conformance with Specific Plan Goals and Policies

Chapter IV - Environmental Planning & Conservation

AIR QUALITY GOALS AND POLICIES

Goal E&C.1. Proactively improve and maintain the region's air quality.

Policy E&C.1.3. Encourage strategies and partnerships to mitigate dust.

> *Compost improves soil quality and vegetative cover, reducing dust.*

Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises.

> *Compost and mulch production are a low-to-no polluting processes.*

Policy E&C.1.5. Seek feasible alternatives to reduce the smoke produced through prescribed burns and slash piles while continuing efforts to return fire to its natural role in the ecosystem.

> *A key portion of this business plan is to mulch and compost slash as an alternative to other fuel reduction methods*.

CLIMATE CHANGE AND ADAPTATION GOALS AND POLICIES

Goal E&C.2. Reduce greenhouse gas emissions.

Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.

> *Using green waste to create compost removes it as a methane-producing contributor to greenhouse gas production at the landfill.*

Policy E&C.2.2. Promote investments that strengthen climate resiliency.

> *Compost improves soil structure and porosity, reducing water consumption and runoff.*

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts.

> *Compost improves soil structure and porosity, reducing water consumption and runoff.*

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

> *Compost improves soil structure and porosity, reducing water consumption and runoff. Creating industries for processing forest restoration by-products is key to improving forest health.*

Policy E&C.3.4. Increase the region's preparedness for extreme climate events.

> *Compost improves soil structure and porosity, reducing runoff from extreme weather events.*

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff 's natural resources.

Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

Compost improves soil structure and porosity, reducing water consumption.

DARK SKIES GOALS AND POLICIES

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region

The proposed site plan includes zero exterior fixtures.

ECOSYSTEM HEALTH GOALS AND POLICIES

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

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.

Creating industries for processing forest restoration by-products is key to improving forest health.

Policy E&C.6.2. Encourage all landowners and land management agencies to emphasize forest ecosystem restoration and catastrophic fire risk reduction for the lands under their respective jurisdictions.

This project is in partnership with the Arizona State Land Department, emphasizing and improving on their commitment to promoting forest health on their land and elsewhere.

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

This parcel is previously disturbed and heavily impacted by dumping of off-site soil. Using this land for Heavy Industrial use is a superior alternative to greenfield land/development.

Policy E&C.6.5. Preserve Flagstaff's wetland areas and discourage inappropriate development that may adversely affect them and the ecosystem services they provide.

This parcel not wetland. Using this land for Heavy Industrial use is a superior alternative to development of wetland parcels.

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

Creating industries for processing forest restoration by-products is key to improving forest health.

Policy E&C.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.

The current site is host to significant invasive weeds, development will control those weeds and prevent their spread to neighboring parcels. Including the Wildcat Treatment Plant

ENVIRONMENTALLY SENSITIVE LANDS GOALS AND POLICIES

Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.

The proposed development does not alter any natural landforms or distinctive natural features.

NATURAL QUIET GOALS AND POLICIES

Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.

Policy E&C.8.1. Establish location-appropriate sound management tools with measurable criteria. Policy E&C.8.2. Evaluate land uses and transportation proposals for their potential noise impacts.

The proposed site is distant from any residential uses that would be impacted by noise generation.

SOILS GOALS AND POLICIES

Goal E&C.9. Protect soils through conservation practices.

Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.

Compost improves soil structure and porosity and is frequently used in post-construction soil remediation.

WILDLIFE GOALS AND POLICIES

Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.

Policy E&C.10.3. Protect sensitive and uncommon habitats such as ephemeral wetlands, riparian habitats, springs and seeps, rare plant communities, and open prairie ecosystems including the physical

elements such as water sources and soil types on which they depend through open space acquisition efforts, avoiding these features in the design of subdivisions and other development, etc.

> *This development avoids all ephemeral wetlands, riparian habitats, springs and seeps, rare plant communities, and open prairie ecosystems including the physical elements such as water sources and soil types.*

Chapter V - Open Space

OPEN SPACE GOALS AND POLICIES

Goal OS.1.The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Policy OS.1.2.While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.

> *This proposal avoids any development in the adjacent rural floodplain and slope resource areas.*

Chapter VI - Water Resources

WATER SOURCES GOALS AND POLICIES

Goal WR.1. Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being.

Policy WR.1.1. Participate in and support regional processes to develop a sustainable water budget.

> *Compost improves soil structure and porosity, reducing water consumption.*

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Policy WR.2.1. Develop and adopt an integrated water master plan that addresses water resources, water production and its distribution, wastewater collection and its treatment, and reclaimed water treatment and its distribution.

> *Proposed production operations at this facility will use reclaimed water only in and recycle all water run-off on site.*

WATER DEMAND GOALS AND POLICIES

Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Policy WR.3.1.Work together with regional partners to address regional human and environmental water needs.

This project is in partnership with the Arizona State Land Department, emphasizing and improving on their commitment to promoting forest health on their land and elsewhere while also recognizing the impact mulch and compost has on improving soil health and reducing water consumption.

Policy WR.3.2. Favor low-water consuming businesses and industries over water-intensive uses.

Proposed operations for this facility include the use of aerated static piles for composting, which uses less water than windrow systems.

Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.

Proposed production operations at this facility will use reclaimed water only in and recycle all water run-off on site.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

This development is within the Urban Growth Boundary

STORMWATER AND WATERSHED MANAGEMENT GOALS AND POLICIES

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to pre- serve corridors in perpetuity, where feasible.

This proposal avoids any development in the adjacent rural floodplain and slope resource areas.

Policy WR.5.6. Implement stormwater harvesting techniques to support water conservation strategies by collecting and using local precipitation in the vicinity where it falls to support both human and overall watershed health needs.

Proposed production operations at this facility will recycle all water run-off on site.

Policy WR.5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustain- ability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.

Development at this site will be in conformance with the Flagstaff Low Impact Design Manual

WATER QUALITY GOALS AND POLICIES

Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Policy WR.6.2. Recognizing the concern about water quality, seek methods to divert contaminants from the waste stream.

Composting diverts potential high-nitrogen material from the waste stream.

Policy WR.6.3. Implement best management practices to protect, restore, and maintain surface waters and their contributing watersheds.

Using compost in lieu of artificial fertilizer reduces nitrogen run-off into surface waters.

Policy WR.6.4. Encourage low-impact development strategies.

Development at this site incorporates low-impact development strategies.

Chapter VII - Energy

EFFICIENT USE OF ENERGY GOALS AND POLICIES

Goal E.1. Increase energy efficiency.

Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.

Compost improves soil structure and porosity, reducing water consumption.

RENEWABLE ENERGY GOALS AND POLICIES

Goal E.2. Expand production and use of renewable energy.

Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.

Potential areas for expansion of the forest products recycling sector include small scale biomass facilities and waste-to-energy generators.

Policy E.2.5. Pursue, promote, and support utility-scale renewable energy production such as biomass facilities, solar electric- ity, wind power, waste-to-energy, and other alternative energy technologies.

Potential areas for expansion of the forest products recycling sector include small scale biomass facilities and waste-to-energy generators that could be expanded into, or provide proof of concept, for utility scale operations.

Chapter VIII - Community Character

SCENIC RESOURCES AND NATURAL SETTING GOALS AND POLICIES

Goal CC.1. Reflect and respect the region’s natural setting and dramatic views in the built environment.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant land- marks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

> *The proposed development does not impact views of significant land- marks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.*

Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

> *The proposed development does not impact sensitive environmental areas or usable existing open space.*

ARTS, SCIENCES,AND EDUCATION GOALS AND POLICIES

Goal CC.5. Support and promote art, science, and education resources for all to experience.

Policy CC.5.5. Promote and expand scientific research as a key component to the Flagstaff region's character.

> *The proposed use includes research and development into additional uses of compost and forest productions and their potential contribution to a green economy.*

Chapter IX - Growth Areas & Land Use

GREENFIELD DEVELOPMENT GOALS AND POLICIES

Goal LU.2. Develop Flagstaff 's Greenfields in accordance with the Regional Plan and within the growth boundary.

Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

> *The proposed development and use coordinates well with the surround impactful heavy industrial and public facility (wastewater treatment) uses.*

Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where ap- propriate.

> *The proposed development does not impact cultural and natural resources and established wildlife corridors.*

Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.

> *The proposed development will utilize Low Impact Development (LID) strategies and stormwater best practices.*

APPLICABLE TO ALL LAND USES GOALS AND POLICIES

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.3.2. Coordinate land use, master planning, and recreational uses, when feasible, with local, state, and federal land management agencies and tribal land owners.

The use of this land is in coordination with the Arizona State Land Department

Policy LU.3.5. Allow and encourage urban agriculture.

Potential future expansion of this use includes into urban agriculture. A source of quality local compost is necessary to support urban agriculture.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

The proposed development is within the designated growth boundary.

Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).

The proposed development is clustered with existing and proposed Heavy Industrial Uses and close to appropriate transportation infrastructure (highway and rail)

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.

The proposed development is within the Industrial / Business Park - Special District designated growth area for employment.

Goal LU.7. Provide for public services and infrastructure.

Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.

The site has access to existing roads, water, and sewer and is infill between existing uses.

Policy LU.7.3. Require development proposals to address availability of adequate public services.

The development proposal addresses the availability of adequate public services.

Goal LU.8. Balance future growth with available water resources.

Policy LU.8.2. Impacts on the City's water delivery infrastructure should be a consideration for all residential and nonresidential development proposals.

The proposed development is immediately adjacent to the required reclaimed water source. Future expansion of infrastructure would be relatively simple.

EMPLOYMENT AREA GOALS AND POLICIES

Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.

Refer to Policy ED.3.9 in Chapter XIV - Economic Development.

Policy LU.16.1. Encourage the continued intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate.

The proposed use is an expansion of existing heavy industrial uses in the area.

Policy LU.16.2. Ensure new industrial areas are compatible with surrounding areas.

The proposed heavy industrial use is highly compatible with the surrounding heavy industrial and high impact public facility uses.

Policy LU.16.3. Locate new industrial areas near the rail line, major highways or the interstate, and ensure they are designed to be compatible with surrounding uses and gateway features.

The proposed site is immediately adjacent to the interstate, railway, and close to the I40 interchange.

Policy LU.16.4. Limit the impacts of truck traffic on residential areas.

Zero truck traffic to and from the site would pass through residential neighborhoods.

Policy LU.16.5. Consider all health impacts on the community in the design of new industrial uses, such as wastewater treatment, traffic safety, noise, and other impacts.

The proposed site is distant from any residential use, greatly mitigating the health impacts of traffic, safety, noise, and other impacts.

Chapter XII - Public Buildings, Services, Facilities, & Safety

RESILIENCY PLANNING GOALS AND POLICIES

Goal PF.1.Work across all government operations and services to prepare for the impacts of natural and human-caused hazards.

Solid Waste

Policy PF.1.7. Develop strategies and take meaningful steps towards extending the life of the landfill.

The proposed composting facility would divert significant amounts of green waste from the landfill.

Chapter XIV - Economic Development

BUSINESS RETENTION, EXPANSION,AND ENTREPRENEURSHIP GOALS AND POLICIES

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Policy ED.3.6. Foster entrepreneurialism and start-up businesses with incubator and accelerator programs in sectors that demonstrate considerable growth potential.

> *The proposed development includes the ability to expand and provide land for forest resource industry cluster businesses.*

Policy ED.3.7. Support and encourage regional agriculture.

> *Compost is a key component in organic agriculture.*

Policy ED.3.8. Protect existing business and industrial land uses from encroachment and allow for their expansion.

> *The proposed use expands upon neighboring Heavy Industrial Uses.*

BUSINESS ATTRACTION GOALS AND POLICIES

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.

> *Providing flexibility in development requirements, such as landscaping, allows the proposed business to operate under the requirements of the ASLD Special Land Use Permit.*

Policy ED.4.5. In an effort to promote the sustainability of resources, the City will encourage all new and expanded commercial and industrial development to be energy and water efficient.

> *Proposed processing operations will use reclaimed water only and recycle all site run-off.*

COMMUNITY CHARACTER GOALS AND POLICIES

Goal ED.7. Continue to promote and enhance Flagstaff ’s unique sense of place as an economic development driver.

Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.

> *The proposed use is a local driven initiative the reflects both a focus on forest health and an important investment in growing a local green economy. Both of which are key aspects of the image of our community.*

PLOTTED: Feb 23, 2022-9:37am

SITE PLAN
FOR
RESTORATION SOILS YARD
FLAGSTAFF, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN COCONINO COUNTY, ARIZONA

PROPERTY INFORMATION:

M&B IN NE N2S2NW S2S2N2NW
SITE ADDRESS: NONE, TBD
ASSESSOR'S PARCEL NUMBER: NONE, ASLD
ENTIRE STATE LAND (ACRES): 51.41 ACRES
GROSS SITE (ACRES): 7.29 ACRES
NET SITE (ACRES): 4.01 ACRES
EXISTING ZONING CLASSIFICATION(S): HIGHWAY COMMERCIAL
PROPOSED ZONING CLASSIFICATION(S): HEAVY INDUSTRIAL – OPEN

PROJECT DEVELOPER:

RESTORATION SOILS, LLC
DAVID HAYWARD
3325 N. ANTLER XING
FLAGSTAFF, AZ 86001
(510) 331-3380

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN, PE
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

CITY WATER SERVICES DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

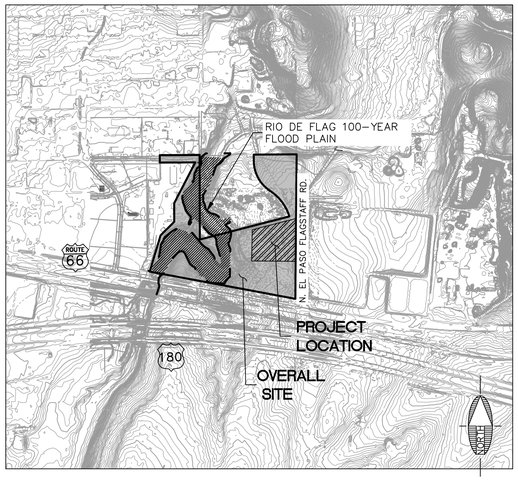
BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE USA

BY: _____ DATE:



VICINITY MAP

Sheet List Table	
Sheet Number	Sheet Title
CVR	COVER SHEET
SP01	SITE PLAN
NRPP	NATURAL RESOURCE PROTECTION PLAN

LEGEND

- ROW
- EASEMENT
- LOT LINE
- SETBACK
- S — S — GRAVITY SEWER LINE
- PUBLIC WATER LINE
- G — G — G — EX. GAS
- UGE — EX. UNDERGROUND ELEC
- W — W — EX. WATER LINE
- SS — SS — EX. SEWER LINE
- STORM DRAIN PIPE
- FIRE HYDRANT
- GATE VALVE
- EX SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- LIGHT POLE
- NATIVE ROCK WALL

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD. BROOKS@APS.COM
PHONE: (928) 773-6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

LUMEN
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.COM
PHONE: (520) 600-24814

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA = 0 SF
POST-DEVELOPMENT IMPERVIOUS AREA = 15,117 SF

NEW IMPERVIOUS AREA = 15,117 SF
1" LID VOLUME = 1,260 CF

LID AND DETENTION ARE REQUIRED AND WILL BE PROVIDED IN AN ABOVE GROUND RETENTION BASIN.

DRAINAGE SUMMARY

1" LID VOLUME REQUIRED= 1,260 CF

100-YEAR TOTAL STORAGE VOLUME REQUIRED = 4,855 CF

TOTAL RETENTION/VOLUME PROVIDED = 5,000 CF

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6831G AND ZONE AE OF MAP #04005C6827G , EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PARKING CALCULATIONS

1 SPOT PER EMPLOYEE FOR CONSTRUCTION SUPPLY YARD
3 SPOTS PER EMPLYEE FOR THE MINI-STORAGE WAREHOUSING

TOTAL NUMBER OF PARKING SPOTS: 1+3 = 4

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

FLAGSTAFF
ARIZONA

RESTORATION SOILS YARD

COVER SHEET

JOB NO: 21214
DATE: FEB 22
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: JEE, CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig, it's the law!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 3

FILE: P:\2021\21214\Drawings\Site Plans\Cover - 21214.dwg SWI-C3D-2021

PLOTTED: Feb 24, 2022 - 8:12am

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP t_g (unadjusted)[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	N. EL PASO FLAGSTAFF RD.	LEFT	25	7.5	Yes	No	1	8.6	316	155
D2	N. EL PASO FLAGSTAFF RD.	RIGHT	25	6.5	Yes	No	1	7.6	279	155

Notes:

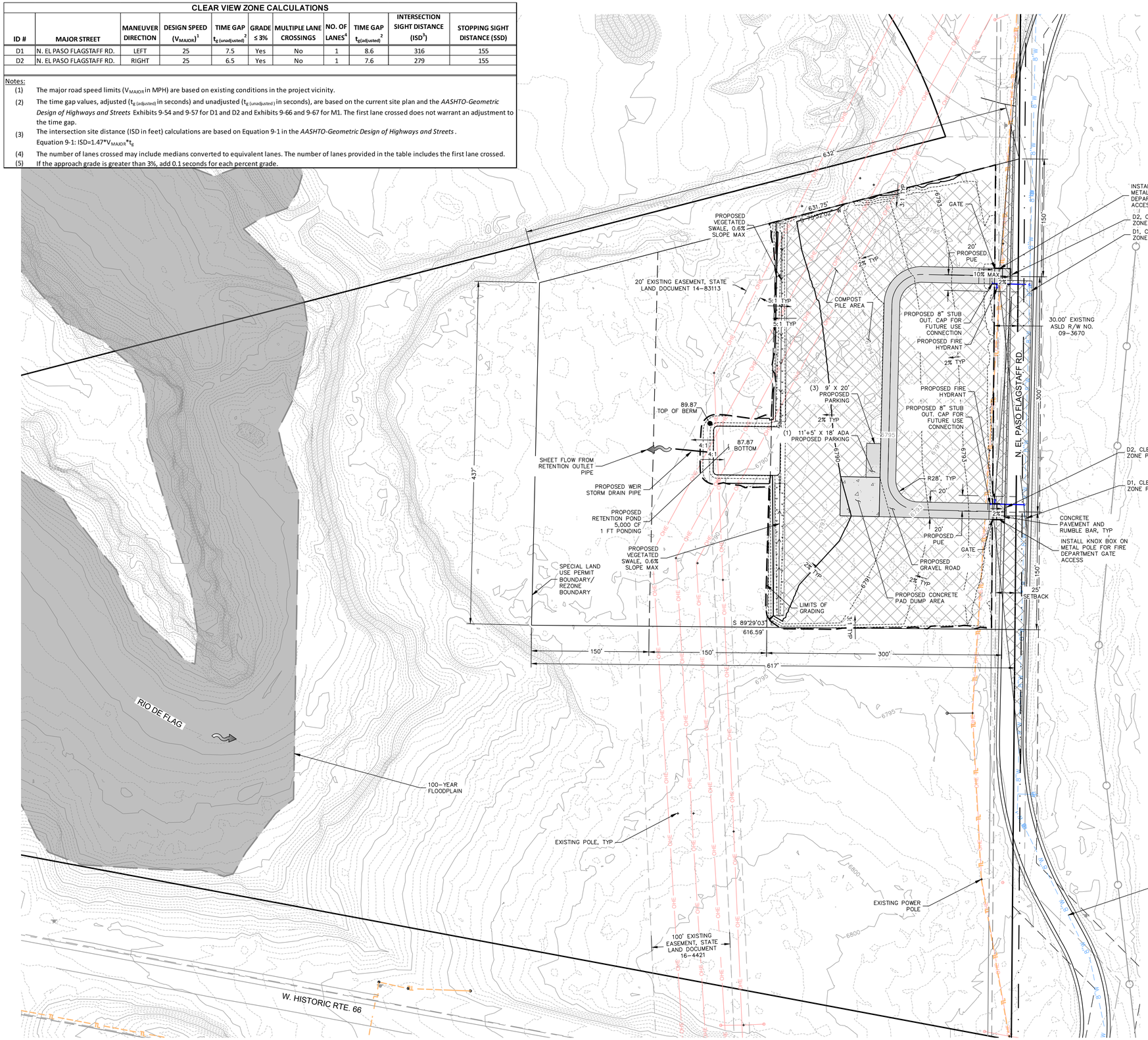
(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.

(2) The time gap values, adjusted ($t_{g(adjusted)}$ in seconds) and unadjusted ($t_{g(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.

(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets*.
Equation 9-1: $ISD=1.47*V_{MAJOR}*t_g$

(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.

(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

FLAGSTAFF ARIZONA

RESTORATION SOILS YARD

SITE PLAN

JOB NO:	21214
DATE:	FEB 22
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	JEE, CNP
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

REVISIONS

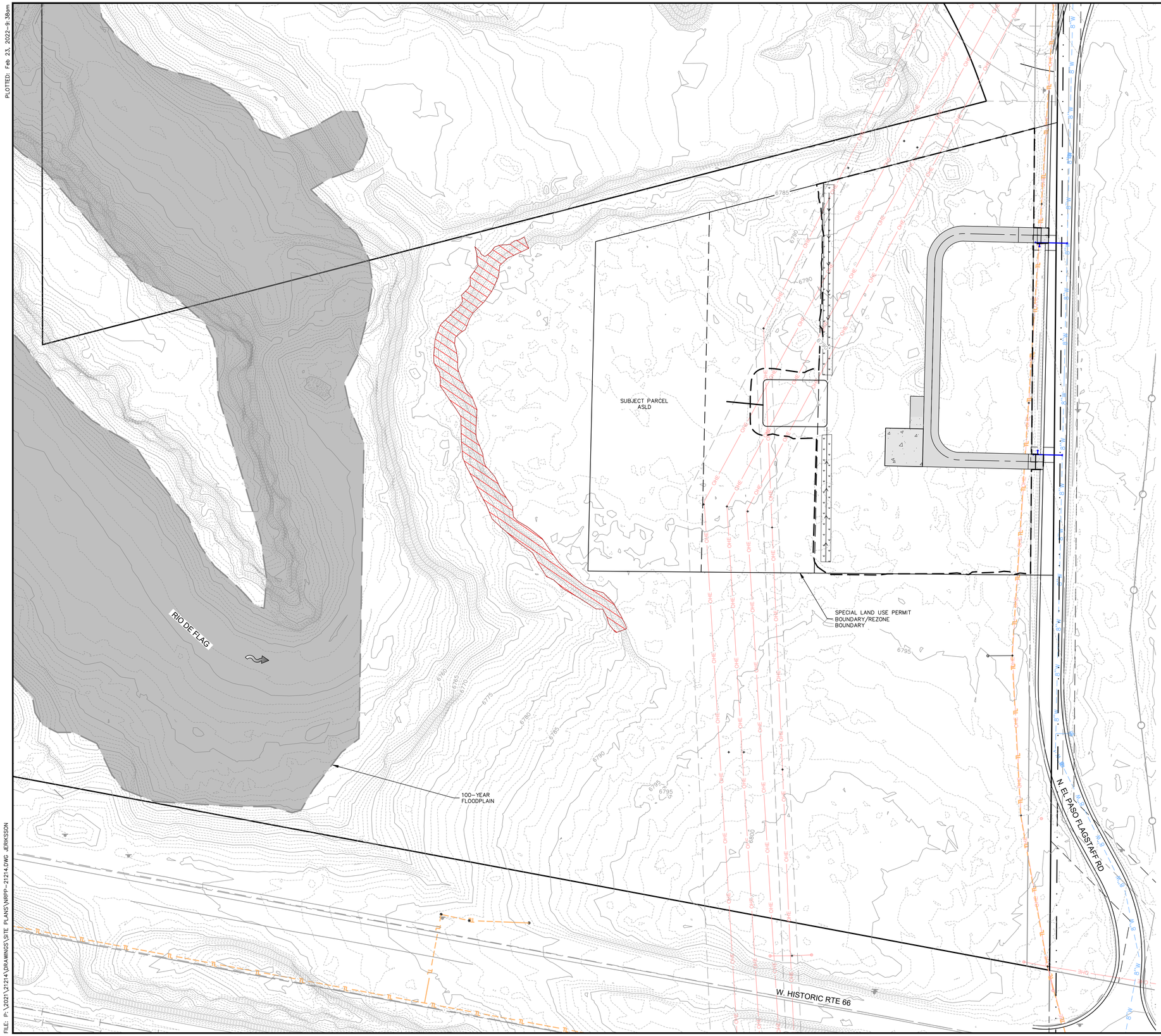
Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dig It—It or It—800-STAKE-IT (782-5348)

DRAWING NO. SP01

SHT NO. 2 OF 3

FILE: P:\2021\21214\DRAWINGS\SITE PLANS\SITE PLANS-21214.DWG JERIKSSON

PLOTTED: Feb 23, 2022-9:38am



LEGEND

- PROPERTY BOUNDARY
- 100-YEAR FLOODPLAIN
- DISTURBED AREA
- SLOPE RESOURCES 17-24.99%
- SLOPE RESOURCES 25-34.99%
- SLOPE RESOURCES >35%
- EXISTING TREE CANOPY

SCALE 1" : 60'
0 30 60

STEEP SLOPE RESOURCES	
	INDUSTRIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60%
SLOPE AREA (SF) FOR 17-24.99%	80%
SLOPE AREA (SF) FOR >25%	100%
REQUIRED PRESERVATION (SF)	15,456
PRESERVED SLOPE (SF)	15,456
PRESERVATION RATE	100.0%

NOTE:

THERE ARE EXISTING TREES ON THE SOUTH END OF THE PROJECT THAT WILL NOT BE DISTRUBED AND PROTECTED IN PLACE. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, INDUSTRIAL ZONES PRESERVATION RATE IS 20%.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

FLAGSTAFF
ARIZONA

RESTORATION SOILS YARD

NATURAL RESOURCE PROTECTION PLAN

JOB NO:	21214
DATE:	FEB 22
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	JEE, CNP
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swiaz.com

SWI
Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig, blast or excavate
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
NRPP

SHT NO. 3 OF 3

FILE: P:\2021\21214\DRAWINGS\SITE PLANS\NRPP-21214.DWG JERIKSSON

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Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

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Engineering an environment of excellence.

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

Attention: Doug Slover
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

February 24, 2022
SWI # 21214

RE: RESTORATION SOILS YARD (Preliminary Drainage Letter)
COF Project No. PZ-21-00117

Dear Mr. Slover:

This drainage letter is being provided to support the Site Plan submittal for the proposed Restoration Soils Yard development located on ASLD land at the intersection of N. El Paso Flagstaff Rd and W. Historic Route 66. The site is currently zoned Highway Commercial but will be rezoned to Heavy Industrial - Open with the proposed project. Access to the site will be provided by two driveways to N. El Paso Flagstaff Rd. The overall state land is approximately 51.41 acres. The proposed site will be constructed on approximately 7.29 acres with the development located on the eastern 4.01 acres of the site. The proposed development consists a new gravel road and a concrete pad with 4 parking spots.

The objective of this letter is to determine the impact the proposed development will have on the runoff characteristics of the site. Mitigation measures will be provided for the adverse impacts to the runoff conditions per the City of Flagstaff Stormwater Management Design Manual (COFSMDM).

Hydrology

The SCS TR-55 Method was used to determine peak runoff rates for the pre-development and post-development conditions. Rainfall data was taken from the COFSMDM.

The property is currently undeveloped with vegetation consisting of native grasses. The site is currently stockpiled with non-native material. Soils on the site were determined to consist of stony loam material per the NRCS Web Soil Survey. The property is relatively flat with the exception of some steeper slopes to the West. The site currently drains west and north/west at a 2-3% slope towards Rio De Flag. The high point of the site is located in the northeast and southeast of the property. A small portion on the southeast corner

drains south towards W. Historic Route 66. A narrow strip of land by the easterly property line drains to the east to an existing road dich along N. El Paso Flagstaff Rd.

The proposed grading and drainage plan was used to delineate Post-development Drainage Basins (A and B), which generally match the existing drainage patterns. Since this project is located on a portion of the overall site the drainage analysis is only for the eastern portion of the site draining west towards the Rio De Flag.

DETENTION/LID

Bentley's *PondPack* computer program was used to calculate the pre- and post-developed hydrographs for the Type II, 2-year, 10-year, and 100-year, 24-hour storm events for each basin. PondPack calculations utilized the SCS TR-55 Method. Curve Numbers (CNs) were determined based on existing soil conditions, proposed improvements, and weighted based on coverage area. The modeling report from PondPack and a drainage exhibit showing Pre- and Post-development basins are included as attachments to this letter. The table below summarizes the pre vs. post preliminary required storage volumes for the project.

Table 1: Peak Discharge Rates

Peak Discharge Rates						
Pre-Development Condition Peak Discharge Rates						
Basin ID	Area (acres)	Tc (hr)	CN	Runoff Flows (cfs)		
				Q_2	Q_{10}	Q_{100}
A	5.07	1.21	80	-	2.59	5.83
B	2.07	1.35	80	-	0.98	2.21
Post-Development Condition Peak Discharge Rates						
Basin ID	Area (acres)	Tc (min)	CN	Runoff Flows (cfs)		
				Q_2	Q_{10}	Q_{100}
A	6.75	1.21	81	1.13	3.83	5.97
B	0.39	1.35	80	0.09	0.21	0.46

Table 2: Detention Volume

Pre-Development Conditions Runoff Volumes				
Basin ID	Area (acres)	Tc (min)	Curve Number	Runoff Volume (cf)
A	5.07	1.21	80	45,458
B	2.07	1.35	80	18,509
Post-Development Conditions Runoff Volumes				
Area (acres)	Area (acres)	Tc (min)	Curve Number	Runoff Volume (cf)
A	6.75	1.21	81	64,990
B	0.39	1.35	80	3,832
			Required Retention Volume (cf)	4,855

Due to the decrease of basin area in the post-development condition for basin B, the runoff volume of the basin (B2) will decrease in the post-development condition; therefore, no detention of stormwater runoff for B is required. The required storage volume for basin A in the post-development condition resulted in 4,855 cubic feet. Storage is required for Basin A, which will be provided by the Retention basin. The site will continue to slope to the northeast and surface drain into the basin that will provide approximately 5,000 cubic feet. The outlet structure will consist of a berm, weir and discharge pipe with an orifice to drain the basin within 24 to 36 hours.

This project is required to account for the first flush of 1 inch over all new impervious areas per the COFSMDM. There is no impervious cover for the pre-development conditions. The increase in proposed impervious cover is 15,117 square feet, which results in 1,260 cubic feet of required LID volume. The retention basin will provide the LID volume required for the project. The treatment of this volume is achieved through the use of vegetated swales, see attached Hydraflow design report. The table below summaries the impervious area coverage and required LID Volume for the project.

Table 3 – Impervious Area/LID Summary

Impervious Area & LID Analysis					
				LID Required Depth (ft)	0.0833
Basin ID	Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (CF)
A	693,835	0	15,117	15,117	1,260
1. Gross required 1" LID volume is for all post-development impervious area including streets, parking, sidewalks and buildings.					

Safe overflow of the pond is provided with a riprap lined weir. The overflow weir will be further designed during constructions plans.

CONCLUSION

Peak discharge rates for the 2-, 10- and 100-year storm events were determined for the project site for both the pre- and post-development conditions. Runoff volumes for the 100-year storm event were calculated to determine the detention volumes required at each drainage basin. The drainage design for the Restoration Soils Yard Project will be designed to retain the difference between the pre- and post-development runoff volumes for the Project basins. All drainage conveyance structures and retention facilities will be designed per the requirements outlined in the COFSMDM and LIDM. Refer to the Drainage Exhibits and Concept Plan prepared by SWI for locations and notes.

The design concepts in this report will ensure that the drainage integrity of the site is sustained with proper maintenance activity. Activities include frequent clearing of debris and sediment from the retention facilities and swales, disturbed slope treatment and

erosion control at the outlet pipe. Frequent monitoring will ensure expedient remedies to common problems such as erosion, sedimentation, and flow obstructions.

REFERENCES

Publications
City of Flagstaff Stormwater Management Design Manual, March 2009
Ordinance 2012-03, April 2012
City of Flagstaff Low Impact Development Manual, January 2009
TR-55, Urban Hydrology for Small Watersheds, NRCS, June 1986

Software
PondPack, Bentley Systems, Inc., Version *8i*

Refer to the Grading & Drainage Plan for the location of the proposed stormwater discharge point and the proposed site design.

Please let us know if you have any questions, comments, or need any additional information.

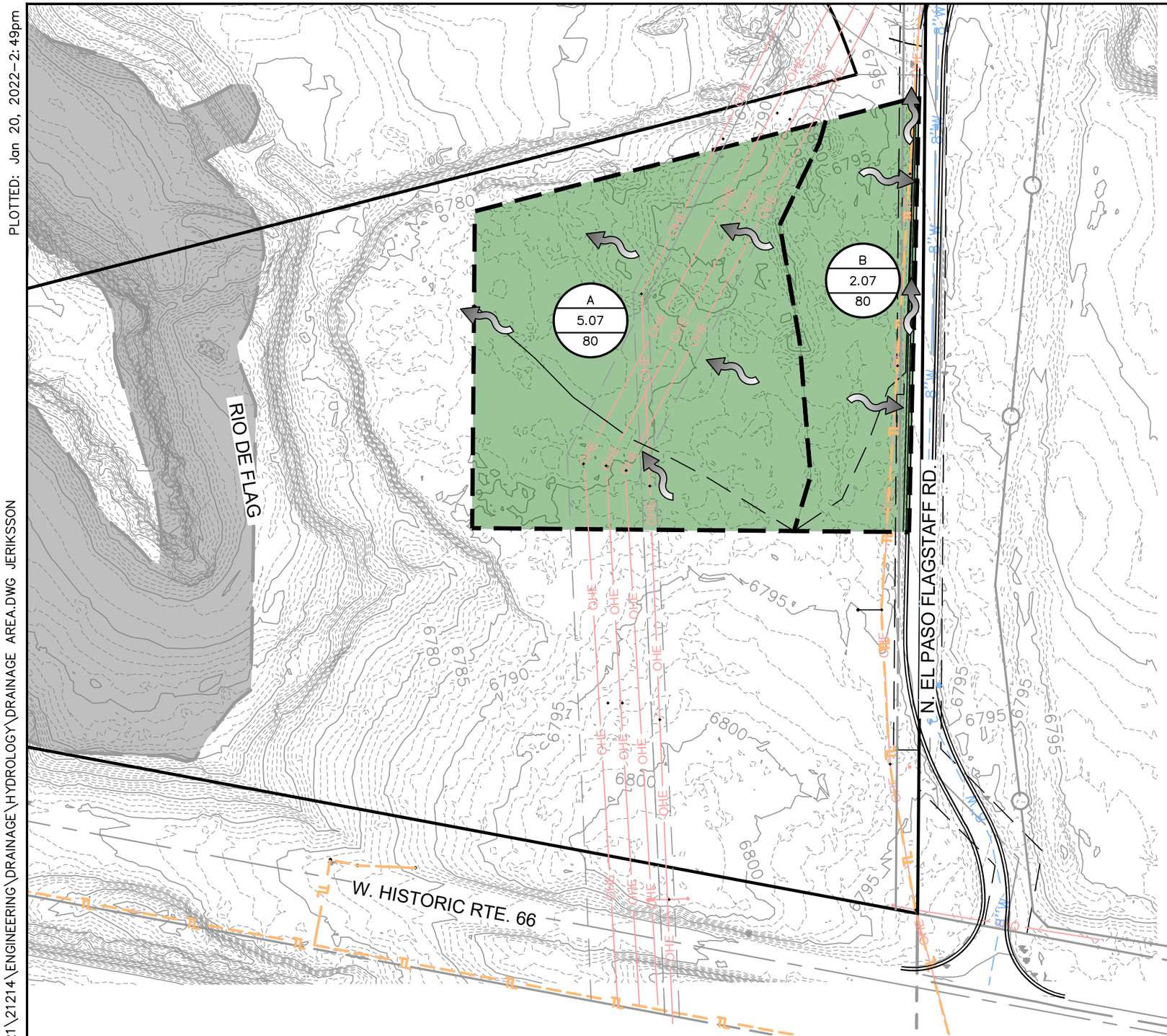
Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C. Irwin, P.E.
Project Engineer

Attachments:
- Drainage Exhibit
- NRCS Web Soil Survey
- Hydraflow Report
- PondPack Report

PLOTTED: Jan 20, 2022 – 2:49pm

FILE: P:\2021\21214\ENGINEERING\DRAINAGE\HYDROLOGY\DRAINAGE AREA.DWG JERIKSSON



LEGEND

- PRE DEVELOPMENT BASIN DELINEATION
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW
- 80 — HERBACEOUS AREA
- DRAINAGE ARROW
- ID / A / CN — ID = BASIN IDENTIFICATION, A = AREA IN ACRES, CN = SCS CURVE NUMBER

NORTH

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SWI Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO:	21214
DATE:	JAN 22
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	JEE, CNP
CHECKED:	SCI

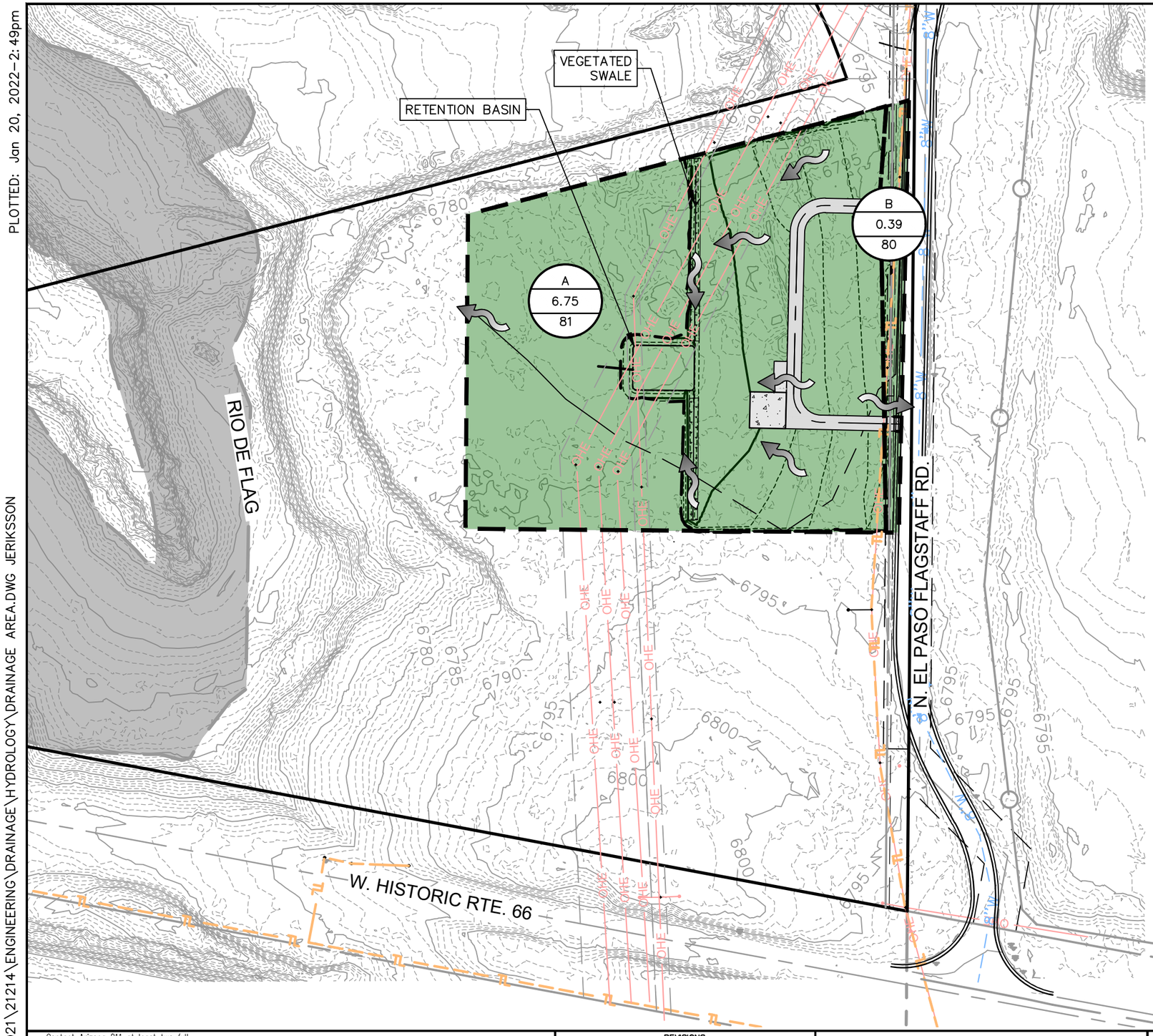
RESTORATION SOILS YARD — FLAGSTAFF ARIZONA

PRE-DEVELOPMENT DRAINAGE MAP

SHEET D01 OF 2

PLOTTED: Jan 20, 2022 – 2:49pm

FILE: P:\2021\21214\ENGINEERING\DRAINAGE\HYDROLOGY\DRAINAGE AREA.DWG JERIKSSON



LEGEND

- POST DEVELOPMENT BASIN DELINEATION
- SHEET FLOW
- SHALLOW CONCENTRATED FLOW
- 98 — ROW/ IMPERVIOUS AREA
- 77 — HERBACEOUS AREA
- DRAINAGE ARROW
- ID / A / CN — ID = BASIN IDENTIFICATION, A = AREA IN ACRES, CN = SCS CURVE NUMBER

NORTH

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 21-00117

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

REVISIONS			
NO.	DESCRIPTION	DATE	BY

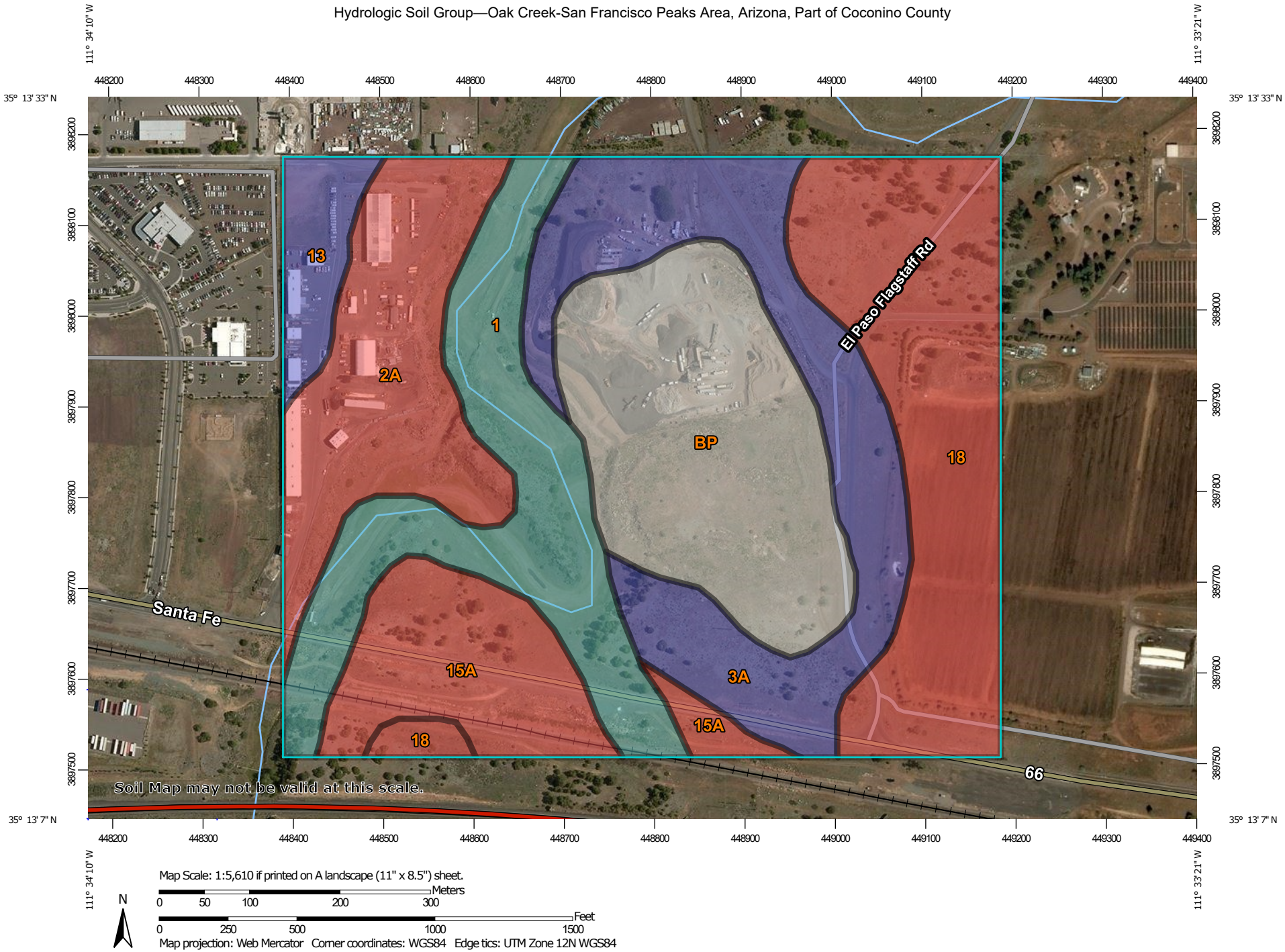
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO:	21214
DATE:	JAN 22
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	JEE, CNP
CHECKED:	SCI

RESTRORATION SOILS YARD — FLAGSTAFF ARIZONA

POST-DEVELOPMENT DRAINAGE MAP

SHEET D02 OF 2


111° 34' 10" W
111° 33' 21" W
35° 13' 33" N
35° 13' 7" N
448200
448300
448400
448500
448600
448700
448800
448900
449000
449100
449200
449300
449400
3898200
3898100
3898000
3897900
3897800
3897700
3897600
3897500
13
1
2A
BP
18
3A
15A
18
15A
El Paso Flagstaff Rd
Santa Fe
66
Soil Map may not be valid at this scale.
Map Scale: 1:5,610 if printed on A landscape (11" x 8.5") sheet.
N
Meters
0 50 100 200 300
Feet
0 250 500 1000 1500
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

Soil Rating Polygons

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Oak Creek-San Francisco Peaks Area, Arizona, Part of Coconino County
Survey Area Data: Version 11, Sep 16, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 13, 2010—Jun 25, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1	Jacques clay loam, 0 to 2 percent slopes	C	20.4	15.6%
2A	Brolliar stony clay loam, 2 to 8 percent slopes	D	17.5	13.4%
3A	Baldy stony loam, 8 to 15 percent slopes	B	23.4	17.9%
13	Lynx loam, 0 to 2 percent slopes	B	4.4	3.4%
15A	Tortugas-Daze complex, 0 to 15 percent slopes	D	13.0	10.0%
18	Boysag gravelly loam, 0 to 8 percent slopes	D	26.8	20.5%
BP	Pits-Dumps complex		25.0	19.1%
Totals for Area of Interest			**130.5**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Monday, Dec 20 2021

VEGITATED SWALE - 21214

Trapezoidal

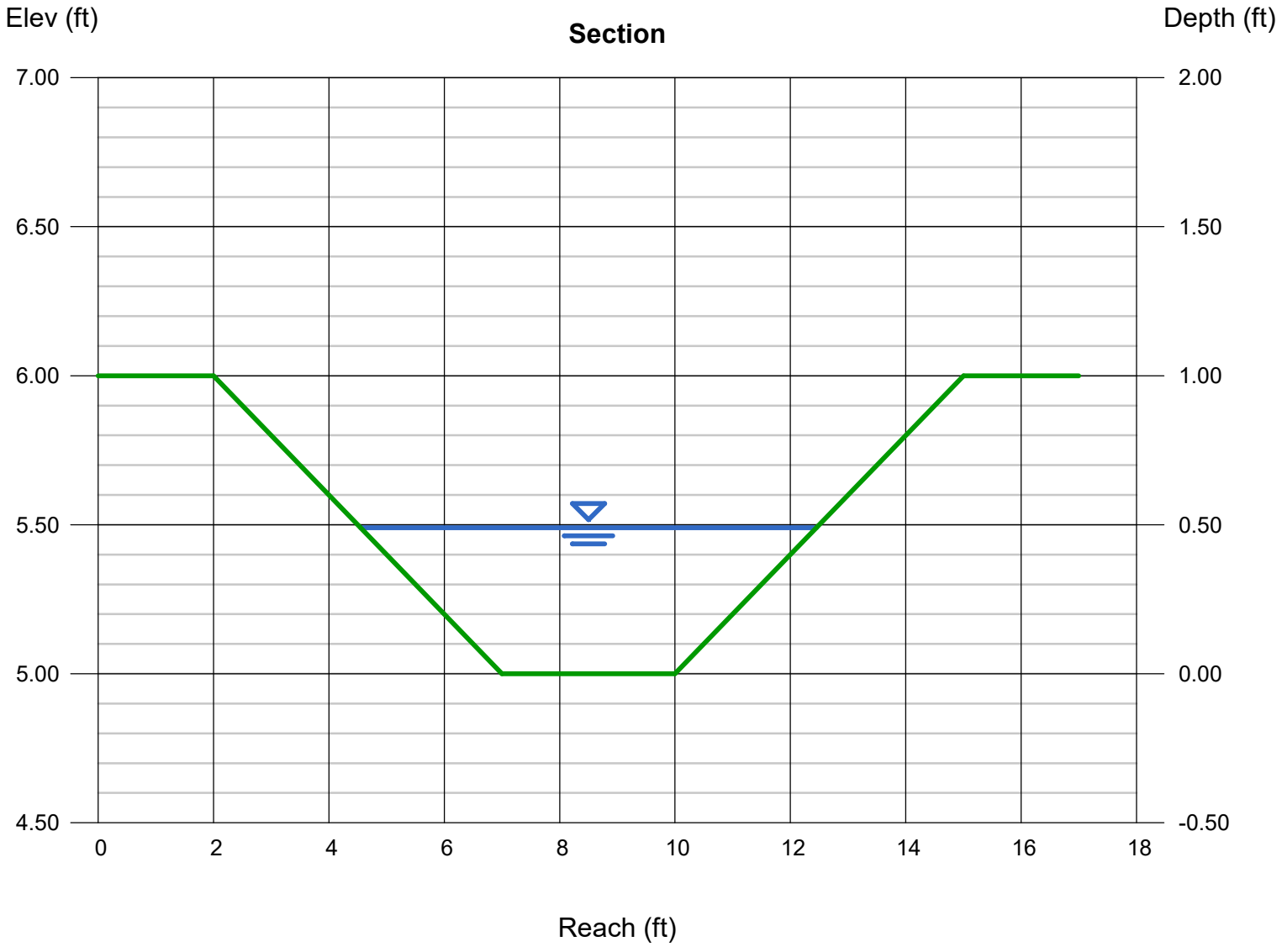
Bottom Width (ft)	= 3.00
Side Slopes (z:1)	= 5.00, 5.00
Total Depth (ft)	= 1.00
Invert Elev (ft)	= 5.00
Slope (%)	= 0.60
N-Value	= 0.055

Calculations

Compute by:	Known Q
Known Q (cfs)	= 2.66

Highlighted

Depth (ft)	= 0.49
Q (cfs)	= 2.660
Area (sqft)	= 2.67
Velocity (ft/s)	= 1.00
Wetted Perim (ft)	= 8.00
Crit Depth, Yc (ft)	= 0.26
Top Width (ft)	= 7.90
EGL (ft)	= 0.51



Pond pack 21214

Project Summary	
Title	21214 RESTORATION SOILS YARD
Engineer	JEE
Company	SWI
Date	1/18/2022

Notes

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Pond pack 21214

Subsection: User Notifications

User Notifications?	No user notifications generated.

Pond pack 21214

Subsection: Master Network Summary

Catchments Summary

Label	Scenario	Return Event (years)	Hydrograph Volume (ft³)	Time to Peak (hours)	Peak Flow (ft³/s)
BASIN B EXISTING	Pre-Development 10 YEAR	10	8,521.000	12.750	0.98
BASIN B EXISTING	Pre-Development 100 YEAR	100	18,509.000	12.750	2.21
BASIN A EXISTING	Pre-Development 10 YEAR	10	20,934.000	12.650	2.59
BASIN A EXISTING	Pre-Development 100 YEAR	100	45,458.000	12.650	5.83
BASIN A PROPOSED	Post-Development 2 YEAR	2	13,709.000	13.200	1.13
BASIN A PROPOSED	Post-Development 10 YEAR	10	30,771.000	12.650	3.84
BASIN A PROPOSED	Post-Development 100 YEAR	100	64,990.000	13.150	5.97
BASIN B PROPOSED	Post-Development 2 YEAR	2	811.000	12.750	0.09
BASIN B PROPOSED	Post-Development 10 YEAR	10	1,794.000	12.750	0.21
BASIN B PROPOSED	Post-Development 100 YEAR	100	3,832.000	12.750	0.46

Node Summary

Label	Scenario	Return Event (years)	Hydrograph Volume (ft³)	Time to Peak (hours)	Peak Flow (ft³/s)
OUTLET B	Post-Development 2 YEAR	2	811.000	12.750	0.09
OUTLET B	Post-Development 10 YEAR	10	1,794.000	12.750	0.21
OUTLET B	Pre-Development 10 YEAR	10	8,521.000	12.750	0.98
OUTLET B	Post-Development 100 YEAR	100	3,832.000	12.750	0.46
OUTLET B	Pre-Development 100 YEAR	100	18,509.000	12.750	2.21
OUTLET A	Post-Development 2 YEAR	2	13,709.000	13.200	1.13
OUTLET A	Post-Development 10 YEAR	10	30,771.000	12.650	3.84
OUTLET A	Pre-Development 10 YEAR	10	20,934.000	12.650	2.59
OUTLET A	Post-Development 100 YEAR	100	64,990.000	13.150	5.97
OUTLET A	Pre-Development 100 YEAR	100	45,458.000	12.650	5.83

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Time-Depth Curve: 10 YEAR 24 HR	
Label	10 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	10 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.0	0.0	0.0	0.0
1.500	0.0	0.0	0.1	0.1	0.1
2.000	0.1	0.1	0.1	0.1	0.1
2.500	0.1	0.1	0.1	0.1	0.1
3.000	0.1	0.1	0.1	0.1	0.1
3.500	0.1	0.1	0.1	0.1	0.1
4.000	0.1	0.1	0.1	0.2	0.2
4.500	0.2	0.2	0.2	0.2	0.2
5.000	0.2	0.2	0.2	0.2	0.2
5.500	0.2	0.2	0.2	0.2	0.2
6.000	0.2	0.2	0.2	0.2	0.3
6.500	0.3	0.3	0.3	0.3	0.3
7.000	0.3	0.3	0.3	0.3	0.3
7.500	0.3	0.3	0.3	0.3	0.3
8.000	0.3	0.4	0.4	0.4	0.4
8.500	0.4	0.4	0.4	0.4	0.4
9.000	0.4	0.4	0.4	0.5	0.5
9.500	0.5	0.5	0.5	0.5	0.5
10.000	0.5	0.5	0.5	0.6	0.6
10.500	0.6	0.6	0.6	0.6	0.7
11.000	0.7	0.7	0.7	0.8	0.8
11.500	0.8	0.9	1.0	1.2	1.6
12.000	1.9	2.0	2.0	2.1	2.1
12.500	2.1	2.1	2.2	2.2	2.2
13.000	2.2	2.2	2.3	2.3	2.3
13.500	2.3	2.3	2.3	2.3	2.4
14.000	2.4	2.4	2.4	2.4	2.4
14.500	2.4	2.4	2.4	2.4	2.4
15.000	2.5	2.5	2.5	2.5	2.5
15.500	2.5	2.5	2.5	2.5	2.5
16.000	2.5	2.5	2.5	2.6	2.6
16.500	2.6	2.6	2.6	2.6	2.6

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	2.6	2.6	2.6	2.6	2.6
17.500	2.6	2.6	2.6	2.6	2.6
18.000	2.7	2.7	2.7	2.7	2.7
18.500	2.7	2.7	2.7	2.7	2.7
19.000	2.7	2.7	2.7	2.7	2.7
19.500	2.7	2.7	2.7	2.7	2.7
20.000	2.7	2.7	2.7	2.8	2.8
20.500	2.8	2.8	2.8	2.8	2.8
21.000	2.8	2.8	2.8	2.8	2.8
21.500	2.8	2.8	2.8	2.8	2.8
22.000	2.8	2.8	2.8	2.8	2.8
22.500	2.8	2.8	2.8	2.8	2.8
23.000	2.8	2.9	2.9	2.9	2.9
23.500	2.9	2.9	2.9	2.9	2.9
24.000	2.9	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Time-Depth Curve: 10 YEAR 24 HR	
Label	10 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	10 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.0	0.0	0.0	0.0
1.500	0.0	0.0	0.1	0.1	0.1
2.000	0.1	0.1	0.1	0.1	0.1
2.500	0.1	0.1	0.1	0.1	0.1
3.000	0.1	0.1	0.1	0.1	0.1
3.500	0.1	0.1	0.1	0.1	0.1
4.000	0.1	0.1	0.1	0.2	0.2
4.500	0.2	0.2	0.2	0.2	0.2
5.000	0.2	0.2	0.2	0.2	0.2
5.500	0.2	0.2	0.2	0.2	0.2
6.000	0.2	0.2	0.2	0.2	0.3
6.500	0.3	0.3	0.3	0.3	0.3
7.000	0.3	0.3	0.3	0.3	0.3
7.500	0.3	0.3	0.3	0.3	0.3
8.000	0.3	0.4	0.4	0.4	0.4
8.500	0.4	0.4	0.4	0.4	0.4
9.000	0.4	0.4	0.4	0.5	0.5
9.500	0.5	0.5	0.5	0.5	0.5
10.000	0.5	0.5	0.5	0.6	0.6
10.500	0.6	0.6	0.6	0.6	0.7
11.000	0.7	0.7	0.7	0.8	0.8
11.500	0.8	0.9	1.0	1.2	1.6
12.000	1.9	2.0	2.0	2.1	2.1
12.500	2.1	2.1	2.2	2.2	2.2
13.000	2.2	2.2	2.3	2.3	2.3
13.500	2.3	2.3	2.3	2.3	2.4
14.000	2.4	2.4	2.4	2.4	2.4
14.500	2.4	2.4	2.4	2.4	2.4
15.000	2.5	2.5	2.5	2.5	2.5
15.500	2.5	2.5	2.5	2.5	2.5
16.000	2.5	2.5	2.5	2.6	2.6
16.500	2.6	2.6	2.6	2.6	2.6

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	2.6	2.6	2.6	2.6	2.6
17.500	2.6	2.6	2.6	2.6	2.6
18.000	2.7	2.7	2.7	2.7	2.7
18.500	2.7	2.7	2.7	2.7	2.7
19.000	2.7	2.7	2.7	2.7	2.7
19.500	2.7	2.7	2.7	2.7	2.7
20.000	2.7	2.7	2.7	2.8	2.8
20.500	2.8	2.8	2.8	2.8	2.8
21.000	2.8	2.8	2.8	2.8	2.8
21.500	2.8	2.8	2.8	2.8	2.8
22.000	2.8	2.8	2.8	2.8	2.8
22.500	2.8	2.8	2.8	2.8	2.8
23.000	2.8	2.9	2.9	2.9	2.9
23.500	2.9	2.9	2.9	2.9	2.9
24.000	2.9	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Time-Depth Curve: 100 YEAR 24 HR	
Label	100 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	100 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.1	0.1	0.1	0.1
1.500	0.1	0.1	0.1	0.1	0.1
2.000	0.1	0.1	0.1	0.1	0.1
2.500	0.1	0.1	0.1	0.1	0.2
3.000	0.2	0.2	0.2	0.2	0.2
3.500	0.2	0.2	0.2	0.2	0.2
4.000	0.2	0.2	0.2	0.2	0.2
4.500	0.3	0.3	0.3	0.3	0.3
5.000	0.3	0.3	0.3	0.3	0.3
5.500	0.3	0.3	0.3	0.3	0.4
6.000	0.4	0.4	0.4	0.4	0.4
6.500	0.4	0.4	0.4	0.4	0.4
7.000	0.5	0.5	0.5	0.5	0.5
7.500	0.5	0.5	0.5	0.5	0.5
8.000	0.5	0.6	0.6	0.6	0.6
8.500	0.6	0.6	0.6	0.6	0.7
9.000	0.7	0.7	0.7	0.7	0.7
9.500	0.7	0.8	0.8	0.8	0.8
10.000	0.8	0.8	0.9	0.9	0.9
10.500	0.9	1.0	1.0	1.0	1.0
11.000	1.1	1.1	1.1	1.2	1.2
11.500	1.3	1.4	1.6	2.0	2.6
12.000	3.0	3.1	3.2	3.3	3.3
12.500	3.4	3.4	3.4	3.5	3.5
13.000	3.5	3.5	3.6	3.6	3.6
13.500	3.6	3.7	3.7	3.7	3.7
14.000	3.7	3.8	3.8	3.8	3.8
14.500	3.8	3.8	3.8	3.9	3.9
15.000	3.9	3.9	3.9	3.9	3.9
15.500	4.0	4.0	4.0	4.0	4.0
16.000	4.0	4.0	4.0	4.0	4.1
16.500	4.1	4.1	4.1	4.1	4.1

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	4.1	4.1	4.1	4.1	4.1
17.500	4.2	4.2	4.2	4.2	4.2
18.000	4.2	4.2	4.2	4.2	4.2
18.500	4.2	4.2	4.3	4.3	4.3
19.000	4.3	4.3	4.3	4.3	4.3
19.500	4.3	4.3	4.3	4.3	4.3
20.000	4.3	4.3	4.4	4.4	4.4
20.500	4.4	4.4	4.4	4.4	4.4
21.000	4.4	4.4	4.4	4.4	4.4
21.500	4.4	4.4	4.4	4.4	4.4
22.000	4.5	4.5	4.5	4.5	4.5
22.500	4.5	4.5	4.5	4.5	4.5
23.000	4.5	4.5	4.5	4.5	4.5
23.500	4.5	4.5	4.5	4.5	4.6
24.000	4.6	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Time-Depth Curve: 100 YEAR 24 HR	
Label	100 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	100 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.1	0.1	0.1	0.1
1.500	0.1	0.1	0.1	0.1	0.1
2.000	0.1	0.1	0.1	0.1	0.1
2.500	0.1	0.1	0.1	0.1	0.2
3.000	0.2	0.2	0.2	0.2	0.2
3.500	0.2	0.2	0.2	0.2	0.2
4.000	0.2	0.2	0.2	0.2	0.2
4.500	0.3	0.3	0.3	0.3	0.3
5.000	0.3	0.3	0.3	0.3	0.3
5.500	0.3	0.3	0.3	0.3	0.4
6.000	0.4	0.4	0.4	0.4	0.4
6.500	0.4	0.4	0.4	0.4	0.4
7.000	0.5	0.5	0.5	0.5	0.5
7.500	0.5	0.5	0.5	0.5	0.5
8.000	0.5	0.6	0.6	0.6	0.6
8.500	0.6	0.6	0.6	0.6	0.7
9.000	0.7	0.7	0.7	0.7	0.7
9.500	0.7	0.8	0.8	0.8	0.8
10.000	0.8	0.8	0.9	0.9	0.9
10.500	0.9	1.0	1.0	1.0	1.0
11.000	1.1	1.1	1.1	1.2	1.2
11.500	1.3	1.4	1.6	2.0	2.6
12.000	3.0	3.1	3.2	3.3	3.3
12.500	3.4	3.4	3.4	3.5	3.5
13.000	3.5	3.5	3.6	3.6	3.6
13.500	3.6	3.7	3.7	3.7	3.7
14.000	3.7	3.8	3.8	3.8	3.8
14.500	3.8	3.8	3.8	3.9	3.9
15.000	3.9	3.9	3.9	3.9	3.9
15.500	4.0	4.0	4.0	4.0	4.0
16.000	4.0	4.0	4.0	4.0	4.1
16.500	4.1	4.1	4.1	4.1	4.1

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	4.1	4.1	4.1	4.1	4.1
17.500	4.2	4.2	4.2	4.2	4.2
18.000	4.2	4.2	4.2	4.2	4.2
18.500	4.2	4.2	4.3	4.3	4.3
19.000	4.3	4.3	4.3	4.3	4.3
19.500	4.3	4.3	4.3	4.3	4.3
20.000	4.3	4.3	4.4	4.4	4.4
20.500	4.4	4.4	4.4	4.4	4.4
21.000	4.4	4.4	4.4	4.4	4.4
21.500	4.4	4.4	4.4	4.4	4.4
22.000	4.5	4.5	4.5	4.5	4.5
22.500	4.5	4.5	4.5	4.5	4.5
23.000	4.5	4.5	4.5	4.5	4.5
23.500	4.5	4.5	4.5	4.5	4.6
24.000	4.6	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Time-Depth Curve: 2 YEAR 24 HR	
Label	2 YEAR 24 HR
Start Time	0.000 hours
Increment	0.100 hours
End Time	24.000 hours
Return Event	2 years

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
0.000	0.0	0.0	0.0	0.0	0.0
0.500	0.0	0.0	0.0	0.0	0.0
1.000	0.0	0.0	0.0	0.0	0.0
1.500	0.0	0.0	0.0	0.0	0.0
2.000	0.0	0.0	0.0	0.0	0.1
2.500	0.1	0.1	0.1	0.1	0.1
3.000	0.1	0.1	0.1	0.1	0.1
3.500	0.1	0.1	0.1	0.1	0.1
4.000	0.1	0.1	0.1	0.1	0.1
4.500	0.1	0.1	0.1	0.1	0.1
5.000	0.1	0.1	0.1	0.1	0.1
5.500	0.1	0.1	0.1	0.1	0.2
6.000	0.2	0.2	0.2	0.2	0.2
6.500	0.2	0.2	0.2	0.2	0.2
7.000	0.2	0.2	0.2	0.2	0.2
7.500	0.2	0.2	0.2	0.2	0.2
8.000	0.2	0.2	0.2	0.2	0.2
8.500	0.3	0.3	0.3	0.3	0.3
9.000	0.3	0.3	0.3	0.3	0.3
9.500	0.3	0.3	0.3	0.3	0.3
10.000	0.3	0.4	0.4	0.4	0.4
10.500	0.4	0.4	0.4	0.4	0.4
11.000	0.5	0.5	0.5	0.5	0.5
11.500	0.5	0.6	0.7	0.8	1.1
12.000	1.3	1.3	1.3	1.4	1.4
12.500	1.4	1.4	1.4	1.5	1.5
13.000	1.5	1.5	1.5	1.5	1.5
13.500	1.5	1.5	1.6	1.6	1.6
14.000	1.6	1.6	1.6	1.6	1.6
14.500	1.6	1.6	1.6	1.6	1.6
15.000	1.6	1.6	1.6	1.7	1.7
15.500	1.7	1.7	1.7	1.7	1.7
16.000	1.7	1.7	1.7	1.7	1.7
16.500	1.7	1.7	1.7	1.7	1.7

Pond pack 21214

Subsection: Time-Depth Curve
Label: Time-Depth - 1

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

CUMULATIVE RAINFALL (in)
Output Time Increment = 0.100 hours
Time on left represents time for first value in each row.

Time (hours)	Depth (in)	Depth (in)	Depth (in)	Depth (in)	Depth (in)
17.000	1.7	1.7	1.7	1.7	1.7
17.500	1.8	1.8	1.8	1.8	1.8
18.000	1.8	1.8	1.8	1.8	1.8
18.500	1.8	1.8	1.8	1.8	1.8
19.000	1.8	1.8	1.8	1.8	1.8
19.500	1.8	1.8	1.8	1.8	1.8
20.000	1.8	1.8	1.8	1.8	1.8
20.500	1.8	1.8	1.8	1.8	1.8
21.000	1.9	1.9	1.9	1.9	1.9
21.500	1.9	1.9	1.9	1.9	1.9
22.000	1.9	1.9	1.9	1.9	1.9
22.500	1.9	1.9	1.9	1.9	1.9
23.000	1.9	1.9	1.9	1.9	1.9
23.500	1.9	1.9	1.9	1.9	1.9
24.000	1.9	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Time of Concentration Calculations
Label: BASIN A EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Time of Concentration Results

Segment #1: TR-55 Sheet Flow	
Hydraulic Length	300.00 ft
Manning's n	0.400
Slope	0.018 ft/ft
2 Year 24 Hour Depth	1.9 in
Average Velocity	0.07 ft/s
Segment Time of Concentration	1.161 hours

Segment #2: TR-55 Shallow Concentrated Flow	
Hydraulic Length	242.00 ft
Is Paved?	False
Slope	0.006 ft/ft
Average Velocity	1.25 ft/s
Segment Time of Concentration	0.054 hours

Time of Concentration (Composite)	
Time of Concentration (Composite)	1.214 hours

==== SCS Channel Flow

Tc =

R = Qa / Wp
V = (1.49 * (R**(2/3)) * (Sf**-0.5)) / n

(Lf / V) / 3600

Where:

R= Hydraulic radius
Aq= Flow area, square feet
Wp= Wetted perimeter, feet
V= Velocity, ft/sec
Sf= Slope, ft/ft
n= Manning's n
Tc= Time of concentration, hours
Lf= Flow length, feet

==== SCS TR-55 Shallow Concentration Flow

Tc =

Unpaved surface:
V = 16.1345 * (Sf**0.5)

Paved Surface:
V = 20.3282 * (Sf**0.5)

(Lf / V) / 3600

Where:

V= Velocity, ft/sec
Sf= Slope, ft/ft
Tc= Time of concentration, hours
Lf= Flow length, feet

Pond pack 21214

Subsection: Time of Concentration Calculations
Label: BASIN A EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Time of Concentration Results

Segment #1: TR-55 Sheet Flow	
Hydraulic Length	300.00 ft
Manning's n	0.400
Slope	0.018 ft/ft
2 Year 24 Hour Depth	1.9 in
Average Velocity	0.07 ft/s
Segment Time of Concentration	1.161 hours

Segment #2: TR-55 Shallow Concentrated Flow	
Hydraulic Length	242.00 ft
Is Paved?	False
Slope	0.006 ft/ft
Average Velocity	1.25 ft/s
Segment Time of Concentration	0.054 hours

Time of Concentration (Composite)	
Time of Concentration (Composite)	1.214 hours

==== SCS Channel Flow

Tc =

R = Qa / Wp
V = (1.49 * (R**(2/3)) * (Sf**-0.5)) / n

(Lf / V) / 3600

Where:

R= Hydraulic radius
Aq= Flow area, square feet
Wp= Wetted perimeter, feet
V= Velocity, ft/sec
Sf= Slope, ft/ft
n= Manning's n
Tc= Time of concentration, hours
Lf= Flow length, feet

==== SCS TR-55 Shallow Concentration Flow

Tc =

Unpaved surface:
V = 16.1345 * (Sf**0.5)

Paved Surface:
V = 20.3282 * (Sf**0.5)

(Lf / V) / 3600

Where:

V= Velocity, ft/sec
Sf= Slope, ft/ft
Tc= Time of concentration, hours
Lf= Flow length, feet

Pond pack 21214

Subsection: Time of Concentration Calculations
Label: BASIN B EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Time of Concentration Results

Segment #1: TR-55 Sheet Flow	
Hydraulic Length	276.00 ft
Manning's n	0.400
Slope	0.013 ft/ft
2 Year 24 Hour Depth	1.9 in
Average Velocity	0.06 ft/s
Segment Time of Concentration	1.243 hours

Segment #2: TR-55 Shallow Concentrated Flow	
Hydraulic Length	377.00 ft
Is Paved?	False
Slope	0.004 ft/ft
Average Velocity	1.02 ft/s
Segment Time of Concentration	0.103 hours

Time of Concentration (Composite)	
Time of Concentration (Composite)	1.346 hours

==== SCS Channel Flow

Tc =

R = Qa / Wp
V = (1.49 * (R**(2/3)) * (Sf**-0.5)) / n

(Lf / V) / 3600

Where:

R= Hydraulic radius
Aq= Flow area, square feet
Wp= Wetted perimeter, feet
V= Velocity, ft/sec
Sf= Slope, ft/ft
n= Manning's n
Tc= Time of concentration, hours
Lf= Flow length, feet

==== SCS TR-55 Shallow Concentration Flow

Tc =

Unpaved surface:
V = 16.1345 * (Sf**0.5)

Paved Surface:
V = 20.3282 * (Sf**0.5)

(Lf / V) / 3600

Where:

V= Velocity, ft/sec
Sf= Slope, ft/ft
Tc= Time of concentration, hours
Lf= Flow length, feet

Pond pack 21214

Subsection: Time of Concentration Calculations
Label: BASIN B EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Time of Concentration Results

Segment #1: TR-55 Sheet Flow	
Hydraulic Length	276.00 ft
Manning's n	0.400
Slope	0.013 ft/ft
2 Year 24 Hour Depth	1.9 in
Average Velocity	0.06 ft/s
Segment Time of Concentration	1.243 hours

Segment #2: TR-55 Shallow Concentrated Flow	
Hydraulic Length	377.00 ft
Is Paved?	False
Slope	0.004 ft/ft
Average Velocity	1.02 ft/s
Segment Time of Concentration	0.103 hours

Time of Concentration (Composite)	
Time of Concentration (Composite)	1.346 hours

==== SCS Channel Flow

Tc =

R = Qa / Wp
V = (1.49 * (R**(2/3)) * (Sf**-0.5)) / n

(Lf / V) / 3600

Where:

R= Hydraulic radius
Aq= Flow area, square feet
Wp= Wetted perimeter, feet
V= Velocity, ft/sec
Sf= Slope, ft/ft
n= Manning's n
Tc= Time of concentration, hours
Lf= Flow length, feet

==== SCS TR-55 Shallow Concentration Flow

Tc =

Unpaved surface:
V = 16.1345 * (Sf**0.5)

Paved Surface:
V = 20.3282 * (Sf**0.5)

(Lf / V) / 3600

Where:

V= Velocity, ft/sec
Sf= Slope, ft/ft
Tc= Time of concentration, hours
Lf= Flow length, feet

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	294,204.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	13,879.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	308,083.000	(N/A)	(N/A)	80.811

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	220,818.000	0.0	0.0	80.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	220,818.000	(N/A)	(N/A)	80.000

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	294,204.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	13,879.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	308,083.000	(N/A)	(N/A)	80.811

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	220,818.000	0.0	0.0	80.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	220,818.000	(N/A)	(N/A)	80.000

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN A PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	294,204.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	13,943.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	308,147.000	(N/A)	(N/A)	80.814

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	16,836.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	1,181.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	18,017.000	(N/A)	(N/A)	81.180

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	90,085.000	0.0	0.0	80.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	90,085.000	(N/A)	(N/A)	80.000

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	16,836.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	1,181.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	18,017.000	(N/A)	(N/A)	81.180

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	90,085.000	0.0	0.0	80.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	90,085.000	(N/A)	(N/A)	80.000

Pond pack 21214

Subsection: Runoff CN-Area
Label: BASIN B PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Runoff Curve Number Data

Soil/Surface Description	CN	Area (ft²)	C (%)	UC (%)	Adjusted CN
Herbaceous - poor - Soil B	80.000	16,836.000	0.0	0.0	80.000
Impervious Areas - Paved parking lots, roofs, driveways, Streets and roads - Soil B	98.000	1,174.000	0.0	0.0	98.000
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	18,010.000	(N/A)	(N/A)	81.173

Pond pack 21214

Subsection: Unit Hydrograph Equations

Unit Hydrograph Method (Computational Notes)

Definition of Terms

At	Total area (acres): At = Ai+Ap
Ai	Impervious area (acres)
Ap	Pervious area (acres)
CNi	Runoff curve number for impervious area
CNp	Runoff curve number for pervious area
fLoss	f loss constant infiltration (depth/time)
gKs	Saturated Hydraulic Conductivity (depth/time)
Md	Volumetric Moisture Deficit
Psi	Capillary Suction (length)
hK	Horton Infiltration Decay Rate (time^-1)
fo	Initial Infiltration Rate (depth/time)
fc	Ultimate(capacity)Infiltration Rate (depth/time)
Ia	Initial Abstraction (length)
dt	Computational increment (duration of unit excess rainfall) Default dt is smallest value of 0.1333Tc, rtm, and th (Smallest dt is then adjusted to match up with Tp)
UDdt	User specified override computational main time increment (only used if UDdt is => .1333Tc)
D(t)	Point on distribution curve (fraction of P) for time step t
K	2 / (1 + (Tr/Tp)): default K = 0.75: (for Tr/Tp = 1.67)
Ks	Hydrograph shape factor = Unit Conversions * K: = ((1hr/3600sec) * (1ft/12in) * ((5280ft)**2/sq.mi)) * K Default Ks = 645.333 * 0.75 = 484
Lag	Lag time from center of excess runoff (dt) to Tp: Lag = 0.6Tc
P	Total precipitation depth, inches
Pa(t)	Accumulated rainfall at time step t
Pi(t)	Incremental rainfall at time step t
qp	Peak discharge (cfs) for 1in. runoff, for 1hr, for 1 sq.mi. = (Ks * A * Q) / Tp (where Q = 1in. runoff, A=sq.mi.)
Qu(t)	Unit hydrograph ordinate (cfs) at time step t
Q(t)	Final hydrograph ordinate (cfs) at time step t
Rai(t)	Accumulated runoff (inches) at time step t for impervious area
Rap(t)	Accumulated runoff (inches) at time step t for pervious area
Rii(t)	Incremental runoff (inches) at time step t for impervious area
Rip(t)	Incremental runoff (inches) at time step t for pervious area
R(t)	Incremental weighted total runoff (inches)
Rtm	Time increment for rainfall table
Si	S for impervious area: Si = (1000/CNi) - 10
Sp	S for pervious area: Sp = (1000/CNp) - 10
t	Time step (row) number
Tc	Time of concentration
Tb	Time (hrs) of entire unit hydrograph: Tb = Tp + Tr
Tp	Time (hrs) to peak of a unit hydrograph: Tp = (dt/2) + Lag
Tr	Time (hrs) of receding limb of unit hydrograph: Tr = ratio of Tp

Pond pack 21214

Subsection: Unit Hydrograph Equations

Unit Hydrograph Method
Computational Notes
Precipitation

Column (1)	Time for time step t
Column (2)	D(t) = Point on distribution curve for time step t
Column (3)	Pi(t) = Pa(t) - Pa(t-1): Col.(4) - Preceding Col.(4)
Column (4)	Pa(t) = D(t) x P: Col.(2) x P

Pervious Area Runoff (using SCS Runoff CN Method)

Column (5)	Rap(t) = Accumulated pervious runoff for time step t
	If (Pa(t) is <= 0.2Sp) then use: Rap(t) = 0.0
	If (Pa(t) is > 0.2Sp) then use:
	
	Rap(t) = (Col.(4)-0.2Sp)**2 / (Col.(4)+0.8Sp)

Column (6)	Rip(t) = Incremental pervious runoff for time step t Rip(t) = Rap(t) - Rap(t-1) Rip(t) = Col.(5) for current row - Col.(5) for preceding row.

Impervious Area Runoff

Column (7 & 8)...	Did not specify to use impervious areas.

Incremental Weighted Runoff

Column (9)	R(t) = (Ap/At) x Rip(t) + (Ai/At) x Rii(t) R(t) = (Ap/At) x Col.(6) + (Ai/At) x Col.(8)

SCS Unit Hydrograph Method

Column (10)	Q(t) is computed with the SCS unit hydrograph method using R(t) and Qu(t).

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Storm Event	2 YEAR 24 HR
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

Computational Time Increment	0.253 hours
Time to Peak (Computed)	13.173 hours
Flow (Peak, Computed)	1.14 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	13.200 hours
Flow (Peak Interpolated Output)	1.13 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	308,147.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	0.6 in
Runoff Volume (Pervious)	14,235.115 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	13,709.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.253 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	4.22 ft³/s
Unit peak time, Tp	1.267 hours
Unit receding limb, Tr	5.067 hours
Total unit time, Tb	6.333 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 2 years
Label: BASIN A PROPOSED Storm Event: 2 YEAR 24 HR

Storm Event	2 YEAR 24 HR
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
11.400	0.00	0.00	0.00	0.00	0.00
11.650	0.01	0.02	0.03	0.04	0.05
11.900	0.07	0.10	0.13	0.16	0.20
12.150	0.23	0.28	0.34	0.40	0.45
12.400	0.51	0.57	0.64	0.70	0.76
12.650	0.83	0.88	0.92	0.96	1.00
12.900	1.05	1.07	1.09	1.10	1.12
13.150	1.13	1.13	1.12	1.12	1.11
13.400	1.10	1.09	1.06	1.04	1.01
13.650	0.99	0.96	0.93	0.90	0.87
13.900	0.84	0.81	0.79	0.76	0.74
14.150	0.71	0.69	0.67	0.65	0.63
14.400	0.61	0.59	0.58	0.56	0.54
14.650	0.53	0.51	0.50	0.49	0.47
14.900	0.46	0.45	0.44	0.43	0.42
15.150	0.41	0.40	0.39	0.38	0.37
15.400	0.36	0.36	0.35	0.34	0.34
15.650	0.33	0.32	0.32	0.31	0.31
15.900	0.30	0.30	0.29	0.29	0.28
16.150	0.28	0.27	0.27	0.26	0.26
16.400	0.26	0.25	0.25	0.25	0.24
16.650	0.24	0.24	0.23	0.23	0.23
16.900	0.22	0.22	0.22	0.22	0.21
17.150	0.21	0.21	0.21	0.20	0.20
17.400	0.20	0.20	0.20	0.19	0.19
17.650	0.19	0.19	0.19	0.18	0.18
17.900	0.18	0.18	0.18	0.18	0.17
18.150	0.17	0.17	0.17	0.17	0.17
18.400	0.17	0.17	0.17	0.16	0.16
18.650	0.16	0.16	0.16	0.16	0.16
18.900	0.16	0.16	0.15	0.15	0.15
19.150	0.15	0.15	0.15	0.15	0.15
19.400	0.15	0.15	0.14	0.14	0.14

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 2 years
Label: BASIN A PROPOSED Storm Event: 2 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
19.650	0.14	0.14	0.14	0.14	0.14
19.900	0.14	0.14	0.14	0.13	0.13
20.150	0.13	0.13	0.13	0.13	0.13
20.400	0.13	0.13	0.13	0.13	0.12
20.650	0.12	0.12	0.12	0.12	0.12
20.900	0.12	0.12	0.12	0.12	0.12
21.150	0.12	0.12	0.11	0.11	0.11
21.400	0.11	0.11	0.11	0.11	0.11
21.650	0.11	0.11	0.11	0.11	0.11
21.900	0.11	0.11	0.11	0.11	0.11
22.150	0.11	0.11	0.11	0.11	0.11
22.400	0.11	0.11	0.10	0.10	0.10
22.650	0.10	0.10	0.10	0.10	0.10
22.900	0.10	0.10	0.10	0.10	0.10
23.150	0.10	0.10	0.10	0.10	0.10
23.400	0.10	0.10	0.10	0.10	0.10
23.650	0.10	0.10	0.10	0.10	0.10
23.900	0.10	0.10	0.10	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	220,818.000 ft²

Computational Time Increment	0.162 hours
Time to Peak (Computed)	12.630 hours
Flow (Peak, Computed)	2.60 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.650 hours
Flow (Peak Interpolated Output)	2.59 ft³/s

Drainage Area	
SCS CN (Composite)	80.000
Area (User Defined)	220,818.000 ft²
Maximum Retention (Pervious)	2.5 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	21,359.706 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	20,934.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.162 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	4.73 ft³/s
Unit peak time, Tp	0.810 hours
Unit receding limb, Tr	3.238 hours
Total unit time, Tb	4.048 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN A EXISTING Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	220,818.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
10.200	0.00	0.00	0.00	0.00	0.00
10.450	0.00	0.00	0.01	0.01	0.01
10.700	0.01	0.01	0.01	0.02	0.02
10.950	0.02	0.03	0.03	0.03	0.04
11.200	0.04	0.05	0.05	0.06	0.07
11.450	0.07	0.08	0.10	0.11	0.12
11.700	0.16	0.19	0.23	0.30	0.41
11.950	0.51	0.63	0.81	0.98	1.16
12.200	1.38	1.60	1.82	1.99	2.16
12.450	2.33	2.43	2.49	2.56	2.59
12.700	2.57	2.55	2.51	2.43	2.35
12.950	2.27	2.15	2.04	1.92	1.81
13.200	1.71	1.61	1.52	1.44	1.36
13.450	1.29	1.23	1.17	1.11	1.06
13.700	1.01	0.96	0.92	0.88	0.84
13.950	0.81	0.77	0.74	0.71	0.69
14.200	0.66	0.64	0.62	0.60	0.58
14.450	0.56	0.54	0.52	0.51	0.50
14.700	0.48	0.47	0.46	0.45	0.44
14.950	0.43	0.42	0.41	0.40	0.40
15.200	0.39	0.38	0.38	0.37	0.36
15.450	0.36	0.35	0.35	0.34	0.34
15.700	0.33	0.33	0.32	0.32	0.31
15.950	0.31	0.30	0.30	0.30	0.29
16.200	0.29	0.29	0.28	0.28	0.28
16.450	0.27	0.27	0.27	0.26	0.26
16.700	0.26	0.26	0.25	0.25	0.25
16.950	0.25	0.24	0.24	0.24	0.24
17.200	0.24	0.23	0.23	0.23	0.23
17.450	0.23	0.23	0.22	0.22	0.22
17.700	0.22	0.22	0.22	0.22	0.22
17.950	0.21	0.21	0.21	0.21	0.21
18.200	0.21	0.21	0.20	0.20	0.20

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN A EXISTING Storm Event: 10 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
18.450	0.20	0.20	0.20	0.20	0.20
18.700	0.19	0.19	0.19	0.19	0.19
18.950	0.19	0.19	0.19	0.19	0.18
19.200	0.18	0.18	0.18	0.18	0.18
19.450	0.18	0.18	0.17	0.17	0.17
19.700	0.17	0.17	0.17	0.17	0.17
19.950	0.16	0.16	0.16	0.16	0.16
20.200	0.16	0.16	0.16	0.15	0.15
20.450	0.15	0.15	0.15	0.15	0.15
20.700	0.15	0.15	0.14	0.14	0.14
20.950	0.14	0.14	0.14	0.14	0.14
21.200	0.14	0.14	0.14	0.14	0.14
21.450	0.14	0.14	0.14	0.14	0.14
21.700	0.14	0.14	0.14	0.13	0.13
21.950	0.13	0.13	0.13	0.13	0.13
22.200	0.13	0.13	0.13	0.13	0.13
22.450	0.13	0.13	0.13	0.13	0.13
22.700	0.13	0.13	0.13	0.13	0.13
22.950	0.13	0.13	0.13	0.13	0.13
23.200	0.13	0.13	0.13	0.13	0.13
23.450	0.13	0.13	0.13	0.13	0.13
23.700	0.13	0.13	0.13	0.12	0.12
23.950	0.12	0.12	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

Computational Time Increment	0.253 hours
Time to Peak (Computed)	13.173 hours
Flow (Peak, Computed)	5.98 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	13.150 hours
Flow (Peak Interpolated Output)	5.97 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	308,147.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.6 in
Runoff Volume (Pervious)	66,752.962 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	64,990.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.253 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	4.22 ft³/s
Unit peak time, Tp	1.267 hours
Unit receding limb, Tr	5.067 hours
Total unit time, Tb	6.333 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN A PROPOSED Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
7.750	0.00	0.00	0.00	0.00	0.00
8.000	0.00	0.00	0.00	0.00	0.01
8.250	0.01	0.01	0.01	0.01	0.01
8.500	0.01	0.01	0.02	0.02	0.02
8.750	0.02	0.02	0.02	0.03	0.03
9.000	0.03	0.04	0.04	0.04	0.04
9.250	0.05	0.05	0.05	0.06	0.06
9.500	0.07	0.07	0.07	0.08	0.08
9.750	0.09	0.09	0.10	0.10	0.11
10.000	0.11	0.12	0.12	0.13	0.13
10.250	0.14	0.14	0.15	0.16	0.16
10.500	0.17	0.18	0.19	0.19	0.20
10.750	0.21	0.22	0.23	0.24	0.25
11.000	0.26	0.28	0.29	0.30	0.32
11.250	0.33	0.35	0.37	0.38	0.41
11.500	0.44	0.47	0.50	0.53	0.62
11.750	0.71	0.81	0.91	1.00	1.19
12.000	1.39	1.58	1.78	1.98	2.27
12.250	2.57	2.88	3.19	3.49	3.79
12.500	4.09	4.38	4.68	4.98	5.18
12.750	5.35	5.51	5.67	5.83	5.90
13.000	5.92	5.94	5.95	5.97	5.93
13.250	5.84	5.75	5.66	5.57	5.44
13.500	5.27	5.11	4.94	4.77	4.61
13.750	4.43	4.26	4.09	3.92	3.76
14.000	3.63	3.49	3.36	3.22	3.10
14.250	2.99	2.89	2.79	2.69	2.59
14.500	2.51	2.43	2.35	2.27	2.19
14.750	2.12	2.06	1.99	1.93	1.86
15.000	1.81	1.76	1.71	1.66	1.61
15.250	1.57	1.53	1.49	1.45	1.41
15.500	1.38	1.35	1.32	1.29	1.26
15.750	1.23	1.21	1.18	1.16	1.13

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN A PROPOSED Storm Event: 100 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
16.000	1.11	1.09	1.07	1.05	1.03
16.250	1.01	0.99	0.97	0.96	0.94
16.500	0.92	0.91	0.89	0.88	0.87
16.750	0.85	0.84	0.83	0.82	0.80
17.000	0.79	0.78	0.77	0.76	0.75
17.250	0.74	0.73	0.72	0.72	0.71
17.500	0.70	0.69	0.68	0.67	0.67
17.750	0.66	0.65	0.65	0.64	0.63
18.000	0.63	0.62	0.61	0.61	0.60
18.250	0.60	0.59	0.59	0.59	0.58
18.500	0.58	0.57	0.57	0.56	0.56
18.750	0.56	0.55	0.55	0.54	0.54
19.000	0.54	0.53	0.53	0.53	0.52
19.250	0.52	0.52	0.51	0.51	0.50
19.500	0.50	0.50	0.49	0.49	0.49
19.750	0.48	0.48	0.48	0.47	0.47
20.000	0.47	0.46	0.46	0.46	0.45
20.250	0.45	0.45	0.44	0.44	0.44
20.500	0.43	0.43	0.43	0.42	0.42
20.750	0.42	0.41	0.41	0.41	0.41
21.000	0.40	0.40	0.40	0.40	0.39
21.250	0.39	0.39	0.39	0.38	0.38
21.500	0.38	0.38	0.38	0.38	0.37
21.750	0.37	0.37	0.37	0.37	0.37
22.000	0.37	0.36	0.36	0.36	0.36
22.250	0.36	0.36	0.36	0.36	0.36
22.500	0.35	0.35	0.35	0.35	0.35
22.750	0.35	0.35	0.35	0.35	0.35
23.000	0.35	0.34	0.34	0.34	0.34
23.250	0.34	0.34	0.34	0.34	0.34
23.500	0.34	0.34	0.34	0.34	0.33
23.750	0.33	0.33	0.33	0.33	0.33
24.000	0.33	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	220,818.000 ft²

Computational Time Increment	0.162 hours
Time to Peak (Computed)	12.630 hours
Flow (Peak, Computed)	5.86 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.650 hours
Flow (Peak Interpolated Output)	5.83 ft³/s

Drainage Area	
SCS CN (Composite)	80.000
Area (User Defined)	220,818.000 ft²
Maximum Retention (Pervious)	2.5 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.5 in
Runoff Volume (Pervious)	46,238.975 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	45,458.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.162 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	4.73 ft³/s
Unit peak time, Tp	0.810 hours
Unit receding limb, Tr	3.238 hours
Total unit time, Tb	4.048 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN A EXISTING Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	220,818.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
8.000	0.00	0.00	0.00	0.00	0.00
8.250	0.00	0.00	0.01	0.01	0.01
8.500	0.01	0.01	0.01	0.01	0.01
8.750	0.02	0.02	0.02	0.02	0.03
9.000	0.03	0.03	0.03	0.04	0.04
9.250	0.04	0.04	0.05	0.05	0.05
9.500	0.06	0.06	0.07	0.07	0.07
9.750	0.08	0.08	0.08	0.09	0.09
10.000	0.10	0.10	0.10	0.11	0.11
10.250	0.12	0.12	0.13	0.14	0.14
10.500	0.15	0.16	0.16	0.17	0.18
10.750	0.19	0.20	0.21	0.22	0.23
11.000	0.24	0.25	0.27	0.28	0.29
11.250	0.31	0.33	0.35	0.37	0.39
11.500	0.41	0.45	0.49	0.52	0.61
11.750	0.71	0.80	0.98	1.22	1.46
12.000	1.76	2.15	2.54	2.94	3.41
12.250	3.89	4.36	4.71	5.05	5.39
12.500	5.58	5.69	5.80	5.83	5.75
12.750	5.67	5.56	5.36	5.15	4.94
13.000	4.67	4.40	4.13	3.88	3.65
13.250	3.42	3.22	3.04	2.87	2.70
13.500	2.57	2.43	2.30	2.19	2.08
13.750	1.97	1.88	1.79	1.71	1.63
14.000	1.57	1.50	1.43	1.38	1.32
14.250	1.27	1.23	1.18	1.14	1.10
14.500	1.07	1.03	1.00	0.97	0.94
14.750	0.92	0.89	0.87	0.85	0.83
15.000	0.81	0.79	0.78	0.76	0.75
15.250	0.73	0.72	0.71	0.70	0.68
15.500	0.67	0.66	0.65	0.64	0.63
15.750	0.62	0.61	0.60	0.59	0.58
16.000	0.58	0.57	0.56	0.55	0.55

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN A EXISTING Storm Event: 100 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
16.250	0.54	0.53	0.53	0.52	0.51
16.500	0.51	0.50	0.50	0.49	0.49
16.750	0.48	0.48	0.47	0.47	0.46
17.000	0.46	0.45	0.45	0.45	0.44
17.250	0.44	0.44	0.43	0.43	0.43
17.500	0.42	0.42	0.42	0.42	0.41
17.750	0.41	0.41	0.41	0.40	0.40
18.000	0.40	0.40	0.39	0.39	0.39
18.250	0.39	0.38	0.38	0.38	0.38
18.500	0.37	0.37	0.37	0.37	0.36
18.750	0.36	0.36	0.36	0.35	0.35
19.000	0.35	0.35	0.34	0.34	0.34
19.250	0.34	0.34	0.33	0.33	0.33
19.500	0.33	0.32	0.32	0.32	0.32
19.750	0.31	0.31	0.31	0.31	0.30
20.000	0.30	0.30	0.30	0.30	0.29
20.250	0.29	0.29	0.29	0.28	0.28
20.500	0.28	0.28	0.28	0.27	0.27
20.750	0.27	0.27	0.27	0.27	0.26
21.000	0.26	0.26	0.26	0.26	0.26
21.250	0.26	0.26	0.26	0.26	0.25
21.500	0.25	0.25	0.25	0.25	0.25
21.750	0.25	0.25	0.25	0.25	0.25
22.000	0.25	0.25	0.25	0.25	0.25
22.250	0.24	0.24	0.24	0.24	0.24
22.500	0.24	0.24	0.24	0.24	0.24
22.750	0.24	0.24	0.24	0.24	0.24
23.000	0.24	0.24	0.24	0.24	0.24
23.250	0.24	0.23	0.23	0.23	0.23
23.500	0.23	0.23	0.23	0.23	0.23
23.750	0.23	0.23	0.23	0.23	0.23
24.000	0.23	(N/A)	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

Computational Time Increment	0.162 hours
Time to Peak (Computed)	12.626 hours
Flow (Peak, Computed)	3.85 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.650 hours
Flow (Peak Interpolated Output)	3.84 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	308,147.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	31,378.957 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	30,771.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.214 hours
Computational Time Increment	0.162 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN A PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	6.60 ft³/s
Unit peak time, Tp	0.809 hours
Unit receding limb, Tr	3.237 hours
Total unit time, Tb	4.047 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN A PROPOSED Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.214 hours
Area (User Defined)	308,147.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
9.900	0.00	0.00	0.00	0.00	0.00
10.150	0.00	0.01	0.01	0.01	0.01
10.400	0.01	0.01	0.02	0.02	0.02
10.650	0.03	0.03	0.03	0.04	0.04
10.900	0.05	0.05	0.06	0.06	0.07
11.150	0.08	0.08	0.09	0.10	0.11
11.400	0.12	0.13	0.15	0.17	0.19
11.650	0.21	0.26	0.32	0.37	0.49
11.900	0.64	0.78	0.98	1.23	1.49
12.150	1.76	2.08	2.40	2.72	2.98
12.400	3.22	3.47	3.61	3.71	3.80
12.650	3.84	3.80	3.77	3.72	3.59
12.900	3.47	3.35	3.17	3.00	2.83
13.150	2.67	2.52	2.36	2.23	2.11
13.400	2.00	1.89	1.80	1.71	1.62
13.650	1.55	1.47	1.40	1.34	1.28
13.900	1.22	1.17	1.13	1.08	1.04
14.150	1.00	0.96	0.92	0.89	0.86
14.400	0.83	0.81	0.78	0.76	0.74
14.650	0.72	0.70	0.68	0.66	0.65
14.900	0.63	0.62	0.61	0.59	0.58
15.150	0.57	0.56	0.55	0.54	0.53
15.400	0.52	0.52	0.51	0.50	0.49
15.650	0.48	0.48	0.47	0.46	0.45
15.900	0.45	0.44	0.44	0.43	0.43
16.150	0.42	0.42	0.41	0.41	0.40
16.400	0.40	0.39	0.39	0.38	0.38
16.650	0.37	0.37	0.37	0.36	0.36
16.900	0.36	0.35	0.35	0.35	0.34
17.150	0.34	0.34	0.34	0.33	0.33
17.400	0.33	0.33	0.33	0.32	0.32
17.650	0.32	0.32	0.32	0.31	0.31
17.900	0.31	0.31	0.31	0.30	0.30

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN A PROPOSED Storm Event: 10 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
18.150	0.30	0.30	0.30	0.29	0.29
18.400	0.29	0.29	0.29	0.29	0.28
18.650	0.28	0.28	0.28	0.28	0.27
18.900	0.27	0.27	0.27	0.27	0.27
19.150	0.26	0.26	0.26	0.26	0.26
19.400	0.25	0.25	0.25	0.25	0.25
19.650	0.25	0.24	0.24	0.24	0.24
19.900	0.24	0.24	0.23	0.23	0.23
20.150	0.23	0.23	0.22	0.22	0.22
20.400	0.22	0.22	0.22	0.21	0.21
20.650	0.21	0.21	0.21	0.21	0.21
20.900	0.21	0.20	0.20	0.20	0.20
21.150	0.20	0.20	0.20	0.20	0.20
21.400	0.20	0.20	0.20	0.20	0.20
21.650	0.20	0.19	0.19	0.19	0.19
21.900	0.19	0.19	0.19	0.19	0.19
22.150	0.19	0.19	0.19	0.19	0.19
22.400	0.19	0.19	0.19	0.19	0.19
22.650	0.19	0.19	0.19	0.19	0.19
22.900	0.19	0.19	0.18	0.18	0.18
23.150	0.18	0.18	0.18	0.18	0.18
23.400	0.18	0.18	0.18	0.18	0.18
23.650	0.18	0.18	0.18	0.18	0.18
23.900	0.18	0.18	0.18	(N/A)	(N/A)

Storm Event	2 YEAR 24 HR
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.742 hours
Flow (Peak, Computed)	0.09 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	0.09 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	18,010.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	0.6 in
Runoff Volume (Pervious)	832.483 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	811.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B PROPOSED

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	0.35 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.487 hours

Storm Event	2 YEAR 24 HR
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
11.650	0.00	0.00	0.00	0.00	0.00
11.900	0.01	0.01	0.01	0.02	0.02
12.150	0.03	0.03	0.04	0.05	0.06
12.400	0.06	0.07	0.07	0.08	0.08
12.650	0.08	0.08	0.09	0.09	0.09
12.900	0.09	0.08	0.08	0.08	0.08
13.150	0.07	0.07	0.07	0.06	0.06
13.400	0.06	0.05	0.05	0.05	0.05
13.650	0.05	0.04	0.04	0.04	0.04
13.900	0.04	0.04	0.03	0.03	0.03
14.150	0.03	0.03	0.03	0.03	0.03
14.400	0.03	0.03	0.02	0.02	0.02
14.650	0.02	0.02	0.02	0.02	0.02
14.900	0.02	0.02	0.02	0.02	0.02
15.150	0.02	0.02	0.02	0.02	0.02
15.400	0.02	0.02	0.02	0.02	0.02
15.650	0.02	0.02	0.01	0.01	0.01
15.900	0.01	0.01	0.01	0.01	0.01
16.150	0.01	0.01	0.01	0.01	0.01
16.400	0.01	0.01	0.01	0.01	0.01
16.650	0.01	0.01	0.01	0.01	0.01
16.900	0.01	0.01	0.01	0.01	0.01
17.150	0.01	0.01	0.01	0.01	0.01
17.400	0.01	0.01	0.01	0.01	0.01
17.650	0.01	0.01	0.01	0.01	0.01
17.900	0.01	0.01	0.01	0.01	0.01
18.150	0.01	0.01	0.01	0.01	0.01
18.400	0.01	0.01	0.01	0.01	0.01
18.650	0.01	0.01	0.01	0.01	0.01
18.900	0.01	0.01	0.01	0.01	0.01
19.150	0.01	0.01	0.01	0.01	0.01
19.400	0.01	0.01	0.01	0.01	0.01
19.650	0.01	0.01	0.01	0.01	0.01

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 2 years
Label: BASIN B PROPOSED Storm Event: 2 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
19.900	0.01	0.01	0.01	0.01	0.01
20.150	0.01	0.01	0.01	0.01	0.01
20.400	0.01	0.01	0.01	0.01	0.01
20.650	0.01	0.01	0.01	0.01	0.01
20.900	0.01	0.01	0.01	0.01	0.01
21.150	0.01	0.01	0.01	0.01	0.01
21.400	0.01	0.01	0.01	0.01	0.01
21.650	0.01	0.01	0.01	0.01	0.01
21.900	0.01	0.01	0.01	0.01	0.01
22.150	0.01	0.01	0.01	0.01	0.01
22.400	0.01	0.01	0.01	0.01	0.01
22.650	0.01	0.01	0.01	0.01	0.01
22.900	0.01	0.01	0.01	0.01	0.01
23.150	0.01	0.01	0.01	0.01	0.01
23.400	0.01	0.01	0.01	0.01	0.01
23.650	0.01	0.01	0.01	0.01	0.01
23.900	0.01	0.01	0.01	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	90,085.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.740 hours
Flow (Peak, Computed)	0.98 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	0.98 ft³/s

Drainage Area	
SCS CN (Composite)	80.000
Area (User Defined)	90,085.000 ft²
Maximum Retention (Pervious)	2.5 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	8,713.914 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	8,521.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B EXISTING

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	1.74 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.486 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN B EXISTING Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	90,085.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
10.400	0.00	0.00	0.00	0.00	0.00
10.650	0.00	0.00	0.00	0.00	0.01
10.900	0.01	0.01	0.01	0.01	0.01
11.150	0.01	0.02	0.02	0.02	0.02
11.400	0.02	0.03	0.03	0.03	0.04
11.650	0.04	0.06	0.07	0.09	0.10
11.900	0.14	0.18	0.22	0.27	0.33
12.150	0.40	0.46	0.53	0.61	0.68
12.400	0.75	0.80	0.86	0.91	0.94
12.650	0.95	0.97	0.98	0.97	0.96
12.900	0.95	0.93	0.89	0.86	0.83
13.150	0.79	0.75	0.71	0.68	0.64
13.400	0.61	0.58	0.55	0.52	0.50
13.650	0.47	0.45	0.44	0.42	0.40
13.900	0.38	0.37	0.35	0.34	0.32
14.150	0.31	0.30	0.29	0.28	0.27
14.400	0.26	0.25	0.24	0.23	0.23
14.650	0.22	0.21	0.21	0.20	0.20
14.900	0.19	0.19	0.18	0.18	0.18
15.150	0.17	0.17	0.17	0.16	0.16
15.400	0.16	0.15	0.15	0.15	0.15
15.650	0.14	0.14	0.14	0.14	0.14
15.900	0.13	0.13	0.13	0.13	0.13
16.150	0.12	0.12	0.12	0.12	0.12
16.400	0.12	0.11	0.11	0.11	0.11
16.650	0.11	0.11	0.11	0.11	0.10
16.900	0.10	0.10	0.10	0.10	0.10
17.150	0.10	0.10	0.10	0.10	0.10
17.400	0.10	0.09	0.09	0.09	0.09
17.650	0.09	0.09	0.09	0.09	0.09
17.900	0.09	0.09	0.09	0.09	0.09
18.150	0.09	0.09	0.09	0.08	0.08
18.400	0.08	0.08	0.08	0.08	0.08

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN B EXISTING Storm Event: 10 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
18.650	0.08	0.08	0.08	0.08	0.08
18.900	0.08	0.08	0.08	0.08	0.08
19.150	0.08	0.08	0.08	0.07	0.07
19.400	0.07	0.07	0.07	0.07	0.07
19.650	0.07	0.07	0.07	0.07	0.07
19.900	0.07	0.07	0.07	0.07	0.07
20.150	0.07	0.07	0.06	0.06	0.06
20.400	0.06	0.06	0.06	0.06	0.06
20.650	0.06	0.06	0.06	0.06	0.06
20.900	0.06	0.06	0.06	0.06	0.06
21.150	0.06	0.06	0.06	0.06	0.06
21.400	0.06	0.06	0.06	0.06	0.06
21.650	0.06	0.06	0.06	0.06	0.06
21.900	0.06	0.06	0.05	0.05	0.05
22.150	0.05	0.05	0.05	0.05	0.05
22.400	0.05	0.05	0.05	0.05	0.05
22.650	0.05	0.05	0.05	0.05	0.05
22.900	0.05	0.05	0.05	0.05	0.05
23.150	0.05	0.05	0.05	0.05	0.05
23.400	0.05	0.05	0.05	0.05	0.05
23.650	0.05	0.05	0.05	0.05	0.05
23.900	0.05	0.05	0.05	(N/A)	(N/A)

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.742 hours
Flow (Peak, Computed)	0.46 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	0.46 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	18,010.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.6 in
Runoff Volume (Pervious)	3,903.780 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	3,832.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B PROPOSED

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	0.35 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.487 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN B PROPOSED Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
8.400	0.00	0.00	0.00	0.00	0.00
8.650	0.00	0.00	0.00	0.00	0.00
8.900	0.00	0.00	0.00	0.00	0.00
9.150	0.00	0.00	0.00	0.00	0.00
9.400	0.01	0.01	0.01	0.01	0.01
9.650	0.01	0.01	0.01	0.01	0.01
9.900	0.01	0.01	0.01	0.01	0.01
10.150	0.01	0.01	0.01	0.01	0.01
10.400	0.01	0.01	0.01	0.01	0.01
10.650	0.01	0.02	0.02	0.02	0.02
10.900	0.02	0.02	0.02	0.02	0.02
11.150	0.02	0.02	0.03	0.03	0.03
11.400	0.03	0.03	0.03	0.04	0.04
11.650	0.04	0.05	0.06	0.07	0.07
11.900	0.09	0.11	0.13	0.15	0.18
12.150	0.21	0.24	0.28	0.31	0.34
12.400	0.37	0.39	0.41	0.44	0.44
12.650	0.45	0.45	0.46	0.45	0.44
12.900	0.43	0.42	0.41	0.39	0.37
13.150	0.35	0.34	0.32	0.30	0.28
13.400	0.27	0.25	0.24	0.23	0.22
13.650	0.20	0.20	0.19	0.18	0.17
13.900	0.16	0.15	0.15	0.14	0.14
14.150	0.13	0.12	0.12	0.11	0.11
14.400	0.11	0.10	0.10	0.10	0.09
14.650	0.09	0.09	0.08	0.08	0.08
14.900	0.08	0.08	0.07	0.07	0.07
15.150	0.07	0.07	0.07	0.06	0.06
15.400	0.06	0.06	0.06	0.06	0.06
15.650	0.06	0.06	0.05	0.05	0.05
15.900	0.05	0.05	0.05	0.05	0.05
16.150	0.05	0.05	0.05	0.05	0.05
16.400	0.04	0.04	0.04	0.04	0.04

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN B PROPOSED Storm Event: 100 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
16.650	0.04	0.04	0.04	0.04	0.04
16.900	0.04	0.04	0.04	0.04	0.04
17.150	0.04	0.04	0.04	0.04	0.04
17.400	0.04	0.04	0.04	0.04	0.04
17.650	0.04	0.03	0.03	0.03	0.03
17.900	0.03	0.03	0.03	0.03	0.03
18.150	0.03	0.03	0.03	0.03	0.03
18.400	0.03	0.03	0.03	0.03	0.03
18.650	0.03	0.03	0.03	0.03	0.03
18.900	0.03	0.03	0.03	0.03	0.03
19.150	0.03	0.03	0.03	0.03	0.03
19.400	0.03	0.03	0.03	0.03	0.03
19.650	0.03	0.03	0.03	0.03	0.03
19.900	0.03	0.03	0.03	0.03	0.03
20.150	0.02	0.02	0.02	0.02	0.02
20.400	0.02	0.02	0.02	0.02	0.02
20.650	0.02	0.02	0.02	0.02	0.02
20.900	0.02	0.02	0.02	0.02	0.02
21.150	0.02	0.02	0.02	0.02	0.02
21.400	0.02	0.02	0.02	0.02	0.02
21.650	0.02	0.02	0.02	0.02	0.02
21.900	0.02	0.02	0.02	0.02	0.02
22.150	0.02	0.02	0.02	0.02	0.02
22.400	0.02	0.02	0.02	0.02	0.02
22.650	0.02	0.02	0.02	0.02	0.02
22.900	0.02	0.02	0.02	0.02	0.02
23.150	0.02	0.02	0.02	0.02	0.02
23.400	0.02	0.02	0.02	0.02	0.02
23.650	0.02	0.02	0.02	0.02	0.02
23.900	0.02	0.02	0.02	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	90,085.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.740 hours
Flow (Peak, Computed)	2.21 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	2.21 ft³/s

Drainage Area	
SCS CN (Composite)	80.000
Area (User Defined)	90,085.000 ft²
Maximum Retention (Pervious)	2.5 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.5 in
Runoff Volume (Pervious)	18,863.671 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	18,509.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B EXISTING

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	1.74 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.486 hours

Storm Event	100 YEAR 24 HR
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	90,085.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
8.200	0.00	0.00	0.00	0.00	0.00
8.450	0.00	0.00	0.00	0.00	0.00
8.700	0.01	0.01	0.01	0.01	0.01
8.950	0.01	0.01	0.01	0.01	0.01
9.200	0.01	0.02	0.02	0.02	0.02
9.450	0.02	0.02	0.02	0.02	0.03
9.700	0.03	0.03	0.03	0.03	0.03
9.950	0.03	0.04	0.04	0.04	0.04
10.200	0.04	0.05	0.05	0.05	0.05
10.450	0.05	0.06	0.06	0.06	0.06
10.700	0.07	0.07	0.07	0.08	0.08
10.950	0.09	0.09	0.10	0.10	0.11
11.200	0.11	0.12	0.12	0.13	0.14
11.450	0.15	0.16	0.17	0.18	0.20
11.700	0.23	0.26	0.30	0.35	0.44
11.950	0.53	0.61	0.73	0.87	1.02
12.200	1.16	1.32	1.48	1.64	1.78
12.450	1.89	1.99	2.10	2.14	2.17
12.700	2.19	2.21	2.17	2.13	2.10
12.950	2.04	1.96	1.89	1.81	1.72
13.200	1.62	1.53	1.44	1.37	1.29
13.450	1.22	1.16	1.10	1.05	0.99
13.700	0.95	0.90	0.86	0.82	0.79
13.950	0.75	0.71	0.69	0.66	0.63
14.200	0.61	0.58	0.56	0.54	0.52
14.450	0.50	0.48	0.47	0.45	0.44
14.700	0.42	0.41	0.40	0.39	0.38
14.950	0.37	0.36	0.35	0.34	0.34
15.200	0.33	0.32	0.31	0.31	0.30
15.450	0.30	0.29	0.29	0.28	0.28
15.700	0.27	0.27	0.26	0.26	0.26
15.950	0.25	0.25	0.24	0.24	0.24
16.200	0.23	0.23	0.23	0.22	0.22

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 100 years
Label: BASIN B EXISTING Storm Event: 100 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
16.450	0.22	0.21	0.21	0.21	0.21
16.700	0.20	0.20	0.20	0.20	0.20
16.950	0.19	0.19	0.19	0.19	0.19
17.200	0.18	0.18	0.18	0.18	0.18
17.450	0.18	0.18	0.18	0.17	0.17
17.700	0.17	0.17	0.17	0.17	0.17
17.950	0.17	0.16	0.16	0.16	0.16
18.200	0.16	0.16	0.16	0.16	0.16
18.450	0.16	0.15	0.15	0.15	0.15
18.700	0.15	0.15	0.15	0.15	0.15
18.950	0.15	0.14	0.14	0.14	0.14
19.200	0.14	0.14	0.14	0.14	0.14
19.450	0.14	0.14	0.13	0.13	0.13
19.700	0.13	0.13	0.13	0.13	0.13
19.950	0.13	0.13	0.12	0.12	0.12
20.200	0.12	0.12	0.12	0.12	0.12
20.450	0.12	0.12	0.12	0.11	0.11
20.700	0.11	0.11	0.11	0.11	0.11
20.950	0.11	0.11	0.11	0.11	0.11
21.200	0.11	0.11	0.11	0.11	0.11
21.450	0.10	0.10	0.10	0.10	0.10
21.700	0.10	0.10	0.10	0.10	0.10
21.950	0.10	0.10	0.10	0.10	0.10
22.200	0.10	0.10	0.10	0.10	0.10
22.450	0.10	0.10	0.10	0.10	0.10
22.700	0.10	0.10	0.10	0.10	0.10
22.950	0.10	0.10	0.10	0.10	0.10
23.200	0.10	0.10	0.10	0.10	0.10
23.450	0.10	0.10	0.10	0.09	0.09
23.700	0.09	0.09	0.09	0.09	0.09
23.950	0.09	0.09	(N/A)	(N/A)	(N/A)

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

Computational Time Increment	0.179 hours
Time to Peak (Computed)	12.742 hours
Flow (Peak, Computed)	0.21 ft³/s
Output Increment	0.050 hours
Time to Flow (Peak Interpolated Output)	12.750 hours
Flow (Peak Interpolated Output)	0.21 ft³/s

Drainage Area	
SCS CN (Composite)	81.000
Area (User Defined)	18,010.000 ft²
Maximum Retention (Pervious)	2.3 in
Maximum Retention (Pervious, 20 percent)	0.5 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	1,833.977 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	1,794.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	1.346 hours
Computational Time Increment	0.179 hours
Unit Hydrograph Shape Factor	483.432
K Factor	0.749
Receding/Rising, Tr/Tp	1.670

Pond pack 21214

Subsection: Unit Hydrograph Summary
Label: BASIN B PROPOSED

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

SCS Unit Hydrograph Parameters	
Unit peak, qp	0.35 ft³/s
Unit peak time, Tp	0.897 hours
Unit receding limb, Tr	3.589 hours
Total unit time, Tb	4.487 hours

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN B PROPOSED Storm Event: 10 YEAR 24 HR

Storm Event	10 YEAR 24 HR
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	1.346 hours
Area (User Defined)	18,010.000 ft²

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
10.550	0.00	0.00	0.00	0.00	0.00
10.800	0.00	0.00	0.00	0.00	0.00
11.050	0.00	0.00	0.00	0.00	0.00
11.300	0.01	0.01	0.01	0.01	0.01
11.550	0.01	0.01	0.01	0.01	0.02
11.800	0.02	0.02	0.03	0.04	0.05
12.050	0.06	0.07	0.09	0.10	0.12
12.300	0.13	0.15	0.16	0.17	0.18
12.550	0.19	0.20	0.20	0.21	0.21
12.800	0.21	0.20	0.20	0.20	0.19
13.050	0.18	0.18	0.17	0.16	0.15
13.300	0.14	0.14	0.13	0.12	0.12
13.550	0.11	0.10	0.10	0.10	0.09
13.800	0.09	0.08	0.08	0.08	0.07
14.050	0.07	0.07	0.06	0.06	0.06
14.300	0.06	0.06	0.05	0.05	0.05
14.550	0.05	0.05	0.05	0.04	0.04
14.800	0.04	0.04	0.04	0.04	0.04
15.050	0.04	0.04	0.04	0.04	0.03
15.300	0.03	0.03	0.03	0.03	0.03
15.550	0.03	0.03	0.03	0.03	0.03
15.800	0.03	0.03	0.03	0.03	0.03
16.050	0.03	0.03	0.03	0.03	0.02
16.300	0.02	0.02	0.02	0.02	0.02
16.550	0.02	0.02	0.02	0.02	0.02
16.800	0.02	0.02	0.02	0.02	0.02
17.050	0.02	0.02	0.02	0.02	0.02
17.300	0.02	0.02	0.02	0.02	0.02
17.550	0.02	0.02	0.02	0.02	0.02
17.800	0.02	0.02	0.02	0.02	0.02
18.050	0.02	0.02	0.02	0.02	0.02
18.300	0.02	0.02	0.02	0.02	0.02
18.550	0.02	0.02	0.02	0.02	0.02

Pond pack 21214

Subsection: Unit Hydrograph (Hydrograph Table) Return Event: 10 years
Label: BASIN B PROPOSED Storm Event: 10 YEAR 24 HR

HYDROGRAPH ORDINATES (ft³/s)
Output Time Increment = 0.050 hours
Time on left represents time for first value in each row.

Time (hours)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)	Flow (ft³/s)
18.800	0.02	0.02	0.02	0.02	0.02
19.050	0.02	0.02	0.02	0.02	0.02
19.300	0.02	0.02	0.02	0.02	0.01
19.550	0.01	0.01	0.01	0.01	0.01
19.800	0.01	0.01	0.01	0.01	0.01
20.050	0.01	0.01	0.01	0.01	0.01
20.300	0.01	0.01	0.01	0.01	0.01
20.550	0.01	0.01	0.01	0.01	0.01
20.800	0.01	0.01	0.01	0.01	0.01
21.050	0.01	0.01	0.01	0.01	0.01
21.300	0.01	0.01	0.01	0.01	0.01
21.550	0.01	0.01	0.01	0.01	0.01
21.800	0.01	0.01	0.01	0.01	0.01
22.050	0.01	0.01	0.01	0.01	0.01
22.300	0.01	0.01	0.01	0.01	0.01
22.550	0.01	0.01	0.01	0.01	0.01
22.800	0.01	0.01	0.01	0.01	0.01
23.050	0.01	0.01	0.01	0.01	0.01
23.300	0.01	0.01	0.01	0.01	0.01
23.550	0.01	0.01	0.01	0.01	0.01
23.800	0.01	0.01	0.01	0.01	0.01

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN A PROPOSED	13,709.018	13.200	1.13
Flow (In)	OUTLET A	13,709.018	13.200	1.13

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN A PROPOSED	30,770.848	12.650	3.84
Flow (In)	OUTLET A	30,770.848	12.650	3.84

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A EXISTING

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN A EXISTING	20,934.408	12.650	2.59
Flow (In)	OUTLET A	20,934.408	12.650	2.59

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN A PROPOSED	64,990.212	13.150	5.97
Flow (In)	OUTLET A	64,990.212	13.150	5.97

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET A

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET A'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN A EXISTING

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN A EXISTING	45,457.665	12.650	5.83
Flow (In)	OUTLET A	45,457.665	12.650	5.83

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 2 years
Storm Event: 2 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN B PROPOSED	810.945	12.750	0.09
Flow (In)	OUTLET B	810.945	12.750	0.09

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN B PROPOSED	1,794.364	12.750	0.21
Flow (In)	OUTLET B	1,794.364	12.750	0.21

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 10 years
Storm Event: 10 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B EXISTING

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN B EXISTING	8,520.889	12.750	0.98
Flow (In)	OUTLET B	8,520.889	12.750	0.98

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B PROPOSED

Node Inflows

Inflow Type	Element	Volume (ft³)	Time to Peak (hours)	Flow (Peak) (ft³/s)
Flow (From)	BASIN B PROPOSED	3,831.771	12.750	0.46
Flow (In)	OUTLET B	3,831.771	12.750	0.46

Pond pack 21214

Subsection: Addition Summary
Label: OUTLET B

Return Event: 100 years
Storm Event: 100 YEAR 24 HR

Summary for Hydrograph Addition at 'OUTLET B'

Upstream Link	Upstream Node
<Catchment to Outflow Node>	BASIN B EXISTING

Node Inflows

Inflow Type	Element	Volume (ft^3)	Time to Peak (hours)	Flow (Peak) (ft^3/s)
Flow (From)	BASIN B EXISTING	18,508.923	12.750	2.21
Flow (In)	OUTLET B	18,508.923	12.750	2.21

Pond pack 21214

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SQUARE PEG

Restoration Soils Zoning Map Amendment

Neighborhood Meeting Plan - 3/21/22

Property owners, citizens, jurisdictions, and public agencies within 300 feet of the development site:

City of Flagstaff – Water Services
2323 N Walgreens St. Suite 1
Flagstaff, AZ 86004

UNITED METRO MATERIALS INC
In Care Of Name CEMEX USA
Owner Address 1501 BELVEDERE RD
WEST PALM BCH, FL 33406

Arizona Department of Transportation
Attn ROW/Properties
205 S. 17th Ave.
MD 612E
Phoenix, AZ 85007

Proposed notification methods: The above list of persons and entities will be contacted by mail. An approved sign will be placed on site.

Form, structure, and agenda of the meeting: Town Meeting Format, due to Covid concerns, the meeting will be held online. The agenda will be:

1) Introduction of Development/Restoration Soils Team
2) Introduction of other Attendees
3) Description of Project/New Business
4) Description of Zoning Request and Process
5) Roundtable of concerns, issues, and problems per attendee

Feedback Options: Attendees at the meeting, those receiving notifications, and signage will all receive a project specific email and mailing address to send comments, feedback, and concerns. Concerns, issues, and problems heard at the neighborhood meeting will be recorded in the minutes.

Location, date, and time of the neighborhood meeting:

Online via Zoom 4/7/22, 6:00PM

Updates: Updates on the status and results of the neighborhood meeting will be emailed to the Current Planning Single Point of Contact

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kaeli Wells, Sustainability Specialist
Co-Submitter:	Shawn Mullaney, Parks Supervisor
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-26: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, approving an intergovernmental agreement between the Arizona Board of Regents, for and on behalf of Northern Arizona University, and the City of Flagstaff for the processing of organic material produced within City limits at the University's processing facility.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-26 by title only
2) City Clerk reads Resolution No. 2022-26 by title only (if approved above)
3) Adopt Resolution No. 2022-26

Executive Summary:

In October 2019, the City entered a Intergovernmental Agreement (IGA) with Northern Arizona University (NAU) to pilot composting municipal organic waste streams at NAU's composting operation for one year. Then, in October 2020, the original agreement was renewed for an additional year by both parties.

Since the inception of the pilot, the City has delivered over 400,000 pounds of waste for composting. Most of this material comes from City parks, but staff plan to introduce other streams of organic material, including residential yard waste and commercial food scraps if the long-term agreement is approved.

With permission from the City Council, the composting pilot program will transition from a two-year pilot program to a five-year agreement, with the ability to extend the agreement for a total of ten years.

Financial Impact:

Under the new agreement, the City will continue to deliver compostable material to NAU's composting facility at no cost. As a result, the City is avoiding the costs to deliver the same material to the landfill. The transportation costs are also reduced, as the distance to the landfill is further than that to NAU.

Policy Impact:

In support of the Rethink Waste Plan, this agreement allows the City to evaluate composting opportunities while avoiding the major infrastructure costs of starting a new organic waste processing facility. The results of this pilot will inform future investments in such infrastructure and programming.

These activities also support strategies identified in the Carbon Neutrality Plan targeting the greenhouse gas emissions from Flagstaff's waste and consumption.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Sustainable, innovative infrastructure – Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.

Environmental stewardship – Actively manage and protect all environmental and natural resources.

Carbon Neutrality Plan

Sustainable consumption and waste management

MM-1: Manage emissions from the Cinder Lake Landfill.

MM-2: Encourage sustainable consumption.

MM-3: Divert more waste from the landfill.

MM-4: Reduce organic waste going to the landfill and feed hungry people.

Regional Plan

Goal E&C.2. Reduce greenhouse gas emissions.

Has There Been Previous Council Decision on This:

The NAU composting IGA was originally approved by Council in October 2019. An amendment to the original agreement was then passed in October 2020.

Attachments: NAU Composting IGA - Presentation
NAU Composting IGA
Res. 2022-26

NAU Composting IGA

June 7th, 2022

Kaeli Wells - Sustainability Specialist

Shawn Mullaney - Parks Supervisor

Todd Hanson - Solid Waste Section Director

Abraham Henn - Manager of Sustainability (Northern Arizona University)

City/NAU Composting Partnership

Pilot Program 2019 - 2021

- Piloted the collection and processing of City organic waste at Northern Arizona University's composting facility
- Explored the collection and composting of organic waste streams in Flagstaff
- Pilot IGA had no financial impacts
- IGA renewed by Council in 2020 (one year agreement)

Summary of Impacts

To date, efforts have focused on organic waste from parks:

- Diverted over 400,000 pounds of grass clippings, pine needles, and leaves
  - Saves space in the landfill
  - Reduces number of trips to the landfill

Future efforts:

- Commercial food scrap pilot
- Residential yard waste pilot

New NAU Composting IGA

Benefits:

- Long-term partnership: Five-year contract with NAU
  - Opportunity to renew for an additional five years (10 total)
- Supports the goals of the Carbon Neutrality Plan by diverting waste from the landfill and reducing carbon emissions
- Multi-agency collaboration
- Data collection
- No financial impacts

Thank you.
Questions?

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

INTERGOVERNMENTAL AGREEMENT
Composting Program Between Arizona Board of Regents for and on behalf of Northern Arizona University and the City of Flagstaff

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2022, by and between the CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona ("City"), and the ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education ("University").

RECITALS:

WHEREAS, the City has authority to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-952 and 41-2632 and the Flagstaff City Charter, Article I, Section 3; and

WHEREAS, the University has authority to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-1625 and Arizona Board of Regents Policy 3-808; and

WHEREAS, the City is exploring opportunities to process organic material produced within City limits with the intent of reducing the amount of material delivered to the landfill and reduce greenhouse gas emissions; and

WHEREAS, University has an existing composting operation that processes University's organic waste produced from its grounds operations and dining halls; and

WHEREAS, it is within each party's interest to expand the composting operation to accept material produced by the surrounding Flagstaff community.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

The purpose of this Agreement is to cover the activities related to a composting program that will allow organic material produced within the City limits to be collected and delivered for processing at the University's processing facility.

TERM AND TERMINATION:

This Agreement will begin upon full execution and continue for five (5) years ("Initial Term"). At the end of the Initial Term, the parties may enter into one (1) additional five (5) year term ("Renewal Term") upon mutual written consent of the parties.

Notwithstanding the foregoing, either party may terminate this Agreement for convenience by providing the other party ninety (90) days' prior written notice.

RESPONSIBILITIES:

City shall be responsible for the following activities:

1. Deliver to the University composting facility grass clippings and other organic material as agreed upon in monthly meetings between the parties. Such organic material shall be collected from property managed by the City's Parks and Recreation department.
2. Deliver to the University composting facility samples of other mutually agreed upon materials for processing as part of the composting program under this Agreement.

3. Deliver to the University composting facility no more material than the mutually agreed upon capacity.
4. Deliver to the University composting facility the above referenced materials at mutually agreed upon times and dates.
5. Track tonnage and volume data on all materials delivered to University's composting facility.
6. Track operational costs incurred during the collection and delivery of material to the University's composting facility.

University shall be responsible for the following activities:

1. Process the mutually agreed upon organic material delivered by the City to the University's composting facility.
2. Operate and maintain its compost facility in accordance with University policies and applicable local, state and federal laws.
3. Manage material distribution and disposal of any residual material delivered by the City to the University's composting facility.
4. Track operational costs associated with the composting program. Such operational costs will include but are not limited to labor and machinery wear and tear.

PERSONNEL:

City personnel will not for any purpose be considered employees or agents of the University. The City assumes full responsibility for the actions of its personnel while performing activities and services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including but not limited to withholding of income taxes and social security), workers' compensation and disability benefits.

INSURANCE AND INDEMNIFICATION:

1. University shall maintain adequate insurance (through the Arizona Department of Administration Risk Management Division, which is a self-insurance program) to cover any liability arising from the acts and omissions of NAU employees or agents participating in the composting program. University shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of City employees or agents.
2. 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 City employees or agents participating in the composting program. City shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of University employees or agents.
3. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, indemnitor's officer, officials, agents, employees, or volunteers.

NONAPPROPRIATION:

If the City's performance under this Agreement depends upon the appropriation of funds by the City Council or the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the City Council or the Arizona Legislature, respectively, fails to appropriate the funds necessary for performance, then either the City or the University may provide written notice to the other party and immediately cancel this Agreement without further obligation of either party. Appropriation is a legislative act and is beyond the control of the parties.

RECORD INSPECTION AND RETENTION:

The parties agree to retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the University or Auditor General of the State of Arizona, or their agents, during the term of and for a period of five (5) years after completion of this Agreement.

CONFLICT OF INTEREST:

In accordance with A.R.S. § 38-511, this Agreement may be cancelled for conflict of interest within three (3) years after its execution, without penalty or further liability.

NON-DISCRIMINATION:

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, non-discrimination, including the Americans with Disabilities Act, sexual orientation, or gender identity or expression.

THIRD PARTY BENEFICIARIES:

This Agreement is intended for the exclusive benefit of the parties hereto. Nothing herein is intended to create any rights or responsibilities to third parties.

ASSIGNMENT:

Neither party shall have the right to assign this Agreement without prior written consent of the other party.

MANNER OF FINANCING:

Each party to this Agreement shall be responsible for its own costs and budgeting for performance of their respective obligations.

DISPUTES AND ARBITRATON:

In the event of a dispute between the parties to this Agreement, the parties shall attempt to resolve the disagreement on an informal, good faith basis. If that fails, pursuant to A.R.S. §121518, the parties acknowledge and agree that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. § 12-133.

RELATIONSHIP AND USE OF MARKS:

Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to a composting program. Neither party shall make any representations stating or implying the parties engage in broader transactions or that a party is otherwise associated with the other without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without its express written authorization.

NOTICES:

To City:

City of Flagstaff
Attn: City Manager
211 W Aspen Ave
Flagstaff, AZ 86001

with copy to:

City of Flagstaff
Attn: City Attorney
211 W Aspen Ave
Flagstaff, AZ 86001

To University:

Abraham Henn
Office of Sustainability
PO Box 6016
Flagstaff, AZ 86011

with copy to:

Contracts Unit of
Contracts, Purchasing & Risk Management
PO Box 4124
Flagstaff, AZ 86011

GENERAL PROVISIONS:

1. Both parties agree to meet monthly during the term of this Agreement to discuss the quantity and quality of the material being delivered to the University composting facility, as well as the costs incurred by both parties under the composting program.
2. No payments will be exchanged between the parties during the term of this Agreement.

COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

AMENDMENTS AND RELATED AGREEMENTS:

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof as of the date of execution. All amendments or modifications of this Agreement shall be in writing and approved by the parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement.

ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY

Angela Helmer

Angela Helmer, Director, Contracts and Risk Management

Approved as to form:

Michelle G. Parker

Michelle G. Parker, General Counsel

CITY OF FLAGSTAFF

_____

Greg Clifton, City Manager

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney's Office

RESOLUTION NO. 2022-26

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA BOARD OF REGENTS, FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY, AND THE CITY OF FLAGSTAFF FOR THE PROCESSING OF ORGANIC MATERIAL PRODUCED WITHIN CITY LIMITS AT THE UNIVERSITY'S PROCESSING FACILITY.

RECITALS:

WHEREAS, Northern Arizona University and City of Flagstaff entered into an intergovernmental agreement on October 30, 2019, for the purpose of creating a pilot composting program that will allow organic material produced within the City limits to be collected and delivered to the University's processing facility ("NAU Composting IGA");

WHEREAS, on October 30th, 2020, the NAU Composting IGA was renewed for an additional one-year term to continue to refine processes and gather data on the composting program;

WHEREAS, the parties intend to expand the composting operation to accept material produced by the surrounding Flagstaff community; and

WHEREAS, the new NAU Composting IGA is for a five-year term to establish a long-term composting program.

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 approves the NAU Composting Intergovernmental Agreement, attached here as Exhibit A, and authorizes the Mayor to take all necessary steps to execute the Agreement.

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 7th day of June, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
NAU Composting IGA

11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Anja Wendel, Senior Assistant City Attorney
AW

Co-Submitter: Sterling Solomon

Date: 06/01/2022

Meeting Date: 06/07/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-25: Approving a partial settlement of the case, City of Phoenix et al. v. Orbiz Worldwide et al., relating to collection of local transaction privilege taxes from online travel companies; providing for delegation of authority, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-25 by title only
2) City Clerk reads Resolution No. 2022-25 by title only (if approved above)
3) Adopt Resolution No. 2022-25

Executive Summary:

City staff is requesting City Council authorize a partial settlement of the lawsuit, *City of Phoenix et al. v. Orbitz Worldwide Inc. et al.*,, which currently is being litigated on remand in trial court. This case was jointly filed by over a dozen Arizona cities and towns in order to collect local transaction privilege taxes, penalties and interest from online travel companies ("OTCs") on the gross revenue earned from hotel and lodging bookings.

This will be the third and last of the settlements with the OTCs. The case will continue to be litigated on remand in the trial court only with the City of Tucson, whose tax code and legal issues differ from the other cities.

Financial Impact:

With regard to *City of Phoenix et al. v. Orbitz Worldwide Inc.*, financial impact is confidential. State law prohibits disclosure of taxpayer information without consent of the taxpayer.

Tax collection efforts help ensure that all businesses pay their fair share of taxes and that there is funding to pay for governmental services for the community.

Policy Impact:

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Has There Been Previous Council Decision on This:

City Council has received legal advice in executive sessions regarding this tax collection matter over the years since the tax litigation commenced in 2014.

On October 5, 2021 the City Council approved a partial settlement of this lawsuit in a public meeting. On December 7, 2021 City Council approved a second partial settlement in a public meeting. The City Council received legal advice related to this third proposed partial settlement in executive session on March 8, 2022. If approved, this will be the third and final partial settlement.

Options and Alternatives:

1. Approve settlement (recommended); or
2. Do not approve settlement and continue litigation with online travel companies.

Background/History:

In 1987, the City Council adopted the Model City Tax Code, which includes authority to pursue collection of local transaction privilege taxes.

In 2013 the City Council approved an agreement with outside legal counsel for collection of local taxes from the online travel companies. The Cities are being represented by an Arizona firm, Wright Welker & Pauole PLC, and a law firm based in Atlanta, Georgia. As consideration for legal services, outside legal counsel is entitled to payment of a 27% contingency fee from any amount recovered plus its costs.

This lawsuit arose because the Cities conducted a multi-jurisdictional audit of the OTCs for the audit period of 2000-2009. As a result of the audit, in 2013 an assessment was issued against the OTCs. However, the OTCs asserted they are not legally obligated to pay taxes, and appealed through all levels of the courts.

In November 2019 the Arizona Supreme Court ruled that OTCs are liable for payment of tax on gross income under Section -444 Hotels of the Model City Tax Code, but not under Section -447 Transient Lodging. City of Phoenix v. Orbitz Worldwide Inc., 247 Ariz. 234 (2019) Taxes are due from and after the court's decision. However, the case was remanded to the trial court to determine whether or not the taxpayers are liable for payment of taxes prior to the court's decision. The parties have continued to litigate the case to reach such a determination.

On December 28, 2021 the trial court ruled that OTCs are liable for payment of taxes on gross income retroactive to August 1, 2007. Although the retroactivity date could continue to be litigated on appeal, this would involve further time, expense and risk to all parties. All of the above information is a matter of public record.

Attachments: Res. 2022-25

RESOLUTION NO. 2022-25

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE PARTIAL SETTLEMENT OF THE CASE, CITY OF PHOENIX ET AL. V ORBITZ WORLDWIDE ET AL, RELATING TO COLLECTION OF LOCAL TRANSACTION PRIVILEGE TAXES FROM ONLINE TRAVEL COMPANIES; PROVIDING FOR DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has determined it is in the best interests of the City to enter into a third partial settlement of the pending litigation, City of Phoenix et al. v Orbitz Worldwide et al.; and

WHEREAS, state law provides for the confidentiality of taxpayer information.

ENACTMENTS:

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

SECTION 1. In General.

The City Council hereby authorizes the third partial settlement of the pending litigation, City of Phoenix et al. v Orbitz Worldwide et al, on remand in Arizona Tax Court, Case No. TX2014-000470 as discussed in Executive Session.

SECTION 2. Delegation of Authority.

The City Manager and City Attorney are authorized and directed to execute such documents and take such other actions as are necessary to carry out the purpose of this Resolution.

SECTION 3. Effective Date.

This Resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of June, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

11. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brandi Suda, Finance Director

Co-Submitter: Dietrich Sauer, Human Resources Director

Co-Submitter: Jeanie Gallagher

Date: 06/01/2022

Meeting Date: 06/07/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-14: An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Chapter 1-14, *Personnel System* by amending the Employee Handbook of Regulations relating to voluntary reassignment and transfer.

STAFF RECOMMENDED ACTION:

At the June 7, 2022 Council Meeting:

1) Read Ordinance No. 2022-14 by title only for the first time
2) City Clerk reads Ordinance No. 2022-14 by title only (if approved above)

At the June 21, 2022 Council Meeting:

3) Read Ordinance No. 2022-14 by title only for the final time
4) City Clerk reads Ordinance No. 2022-14 by title only (if approved above)
5) Adopt Ordinance No. 2022-14

Executive Summary:

1-20-020 (I), Appropriate Salary: A Voluntary Reassignment provision provides for City support and administrative procedures for employees to voluntarily request to 1) be placed in a vacant position in a lower pay range for which they are qualified, and 2) the administrative guidelines if they are selected during a recruitment for a position in a lower pay range. These are voluntary requests from the employee and are very different than demotions, which are not voluntary and are connected to a performance concern.

Reference to Voluntary Reassignment occurs in the Employee Handbook of Regulations in both Article 1-20-020 (I) Appropriate Salary and Article 1-40-020 Voluntary Reassignment. Unfortunately, there has been conflicting use of terminology (demotion versus reassignment) and conflicting statements as to whether or not an employee choosing a voluntary reassignment would experience a change in their classification date (the anniversary date upon which they are eligible for their merit increase), perhaps going back to as early as 2001.

A detailed audit conducted by Human Resources confirmed that going back to 2005 we have consistently changed the classification date for every employee experiencing a Voluntary Reassignment. This is consistent with the intent to change the classification date whenever an employee changes position classifications. This allows the performance evaluation to cover only one position classification for the rating period.

A recent detailed policy discussion with City Leadership confirmed the desire to continue this practice going forward.

Therefore, this ordinance change modifies the current language in such that the employee shall receive a new classification date for purposes of merit pay increases and performance evaluations. This will remove the conflict with Article 1-40-020, Voluntary Reassignment which does reflect the desired language and current City practice.

1-20-20 Appropriate Salary (J): This language provides the administrative provisions for an employee Transfer. A Transfer occurs when an employee moves from one position to another either in the same pay range or from one area of the City to another in the same position. Current language provides the employee would not experience a change in their classification date (the anniversary date upon which they are eligible for their merit increase).

And, further,

1-40-030, Transfer: provides the same language with respect to classification date.

As referenced above, in keeping with the desire to consistently change the classification date whenever an employee changes position classifications and/or the transfer results in moving to another area with a new supervisor, both policy sections to be revised to indicate the employee shall receive a new classification date when experiencing a Transfer.

It is important to note that a pro-rated merit increase is applied to the salary for both Voluntary Reassignment as well as Transfer to ensure the new classification date does not adversely impact their opportunity for merit increase.

Financial Impact:

None.

Policy Impact:

These represent updates to the Employee Handbook of Regulations, Article 1-20-020 (I) Appropriate Salary to eliminate an unintended conflict with the Employee Handbook of Regulations, Article 1-40-020 Voluntary Reassignment, as well as updates to Article 1-20-020 (J) Appropriate Salary and Article 1-40-030 Transfer with respect to assigning a new classification date.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

<u>Priority Based Budget Key Community Priorities and Objectives</u>

High Performing Governance

- Become an employer of choice and provide employees with the necessary tools, training, and support

Has There Been Previous Council Decision on This:

Yes. With regard to Voluntary Reassignment, this topic has been addressed a few times over the past several years primarily to update terminology and remove the use of the word “demotion” since it has a negative connotation.

Options and Alternatives:

Option 1: Adopt as presented
Option 2: Decline and provide alternative direction to correct the conflict.

Attachments: Ord. 2022-14

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO VOLUNTARY REASSIGNMENT AND TRANSFER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve amendments to the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

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

SECTION 1. In General

The Flagstaff City Code, Chapter 1-14 *Personnel System* is amended by adopting amendments to the Employee Handbook of Regulations ("Handbook").

The Handbook, Section 1-20-020, *Appropriate Salary,* is hereby amended as shown below (additions are underlined and in caps, deletions are stricken):

1-20-020. APPROPRIATE SALARY

I. Voluntary Reassignment. A voluntary reassignment occurs when an employee moves from a position in a higher pay range to a position in a lower pay range. The employee will move to the lower pay range and not receive an increase in pay. In some circumstances, the employee's rate of pay may decrease as a result of the reassignment. The employee shall ~~retain their~~ RECEIVE A NEW classification date for purposes of merit pay increases and performance evaluations.

J. Transfer. A transfer occurs when an employee moves from one position to another in the same pay range or from one area of the organization to another in the same position. The employee will remain in the same pay range and will not receive an increase in pay. ~~The employee's rate of pay may decrease based on budget capacity.~~ The employee shall ~~retain their current~~ RECEIVE A NEW classification date for purposes of merit pay increases and performance evaluations.

1-40-030. TRANSFER

A.2. The employee will maintain his/her current rate of pay and will ~~retain his/her~~ RECEIVE A NEW classification date for purposes of merit increases and performance evaluations.

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 June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

11. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jeanie Gallagher, Human Resources Director

Co-Submitter: Greg Clifton

Date: 06/01/2022

Meeting Date: 06/07/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-09: An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Sustainability Division and the City Clerk Divisions in City Code, and to retitle the City Engineering and Human/Resources/Risk Management Divisions.

STAFF RECOMMENDED ACTION:

At the June 7, 2022 Council Meeting:
1) Read Ordinance No. 2022-09 by title only for the first time
2) City Clerk reads Ordinance No. 2022-09 by title only (if approved above)
At the June 21, 2022 Council Meeting
3) Read Ordinance No. 2022-09 by title only for the final time
4) City Clerk reads Ordinance No. 2022-09 by title only (if approved above)
5) Adopt Ordinance No. 2022-09

Executive Summary:

In accordance with City Charter Article IV, Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

The City Manager has evaluated the organizational structure and has determined there is great benefit to having both Sustainability and the City Clerk's office as separate divisions and part of the City's Leadership Team. Both Section Directors currently report to the City Manager. Pursuant to the future proposed organizational chart the City Clerk Division would report to the Deputy City Manager (currently vacant) and the Sustainability Director will continue to report to the City Manager.

In addition to the creation of these divisions, City Staff also included two minor adjustments to the ordinance; the first is to update the name of the Engineering and Capital Improvements Division to City Engineering and the second is the realignment of the Risk Management Section under Human Resources with the retitle to Human Resources/Risk Management Division.

Financial Impact:

There is budgetary impact when reclassifying both current Section Directors to a Division Director. Funding has been requested in the fiscal 2022-2023 personnel budget.

Policy Impact:

There is no anticipated policy impact for these changes.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Carbon Neutrality Plan

There is no anticipated impact.

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2022-09

ORDINANCE NO. 2022-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO ESTABLISH THE SUSTAINABILITY DIVISION AND THE CITY CLERK DIVISION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this reorganization of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, the City's needs are best met having a Sustainability Division and a City Clerk Division.

ENACTMENTS:

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

Section 1: Amend City Code 1-18-0001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and ~~eleven (11)~~ THIRTEEN (13) divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager.

The ~~eleven (11)~~ THIRTEEN (13) divisions shall be:

A. FIRE, headed by the Fire Chief.

B. POLICE, headed by the Police Chief.

C. PUBLIC WORKS, headed by the Public Works Director.

D. MANAGEMENT SERVICES, headed by the Management Services Director.

E. WATER SERVICES, headed by the Water Services Director.

F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.

G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

H. INFORMATION TECHNOLOGY, headed by the Information Technology Director.

I. HUMAN RESOURCES/RISK MANAGEMENT, headed by the Human Resources/RISK MANAGEMENT Director.

J. CITY ENGINEERING ~~AND CAPITAL IMPROVEMENTS~~, headed by the City Engineer.

K. PARKS, RECREATION, OPEN SPACE, AND EVENTS, headed by the Parks, Recreation, Open Space, and Events Director.

L. CITY CLERK, HEADED BY THE CITY CLERK.

M. SUSTAINABILITY, HEADED BY THE SUSTAINABILITY DIRECTOR.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. 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 5. 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 6. 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 June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

11. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-23: A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-23 by title only
2) City Clerk reads Resolution No. 2022-23 by title only (if approved above)
3) Adopt Resolution No. 2022-23

Executive Summary:

The Flagstaff City Council is required to annually adopt a pension funding policy for its funding of the Public Safety Personnel Retirement System ("PSPRS") on or before July 1 pursuant to a new law, Arizona Revised Statutes Section 38-863.01. The policy will also need to be posted on the City's website and updated annually.

Financial Impact:

Council will be adopting the Fiscal Year 2022-2023 budget on June 21, 2022, which includes funding for the public safety pension plans as outlined in the pension funding policy. The FY 2022-2023 budget includes pension contributions of $1,069,401 for Fire pension and $980,537 for Police pension.

Policy Impact:

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees, and the sound financial management of the City, and to comply with Arizona Revised Statutes Section 38-863.01.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

City Council Goals:
Personnel: Attract and retain quality staff: Evaluate ways to pay down unfunded pension liabilities in a quicker manner.

Regional Plan:
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

On June 1, 2021, City Council adopted the PSPRS Pension Funding Policy for FY 2021-2022.

Options and Alternatives:

- Adopt the Public Safety Personnel Retirement System Funding Policy as presented.
- Adopt the Public Safety Personnel Retirement System Funding Policy with amendments.

Background/History:

The City of Flagstaff has two separate pension plans for the City's public safety staff. While all the PSPRS plans are managed by the State, each plan within PSPRS stands alone by the City and employee group. The two plans for the City are the PSPRS-Fire and the PSPRS-Police. The City and its employees are responsible for the contributions and the City is solely responsible for liabilities of these plans.

The pension funding policy outlines several measures the City is taking to maintaining funding ratios above 100% in our PSPRS plans, including:

- Make the City's annual estimated contribution based on the City budget near the beginning of each fiscal year to allow PSPRS to invest those contributions earlier for enhanced potential investment earnings. This allows the pension system to earn investment income at a higher rate than the City.
- Make City contributions for public safety employees participating in the Deferred Retirement Option Plan (DROP), even though the City is not required to do so. This allows for a stable level of budgeting versus annual changes as employees on DROP increase and decrease.
- Budget and pay the Normal Cost of the pension plans. This is required by the pension plan.
- Current funding status is 107%. A funding status over 100% is important as it allows us to be in a better position when there are market and actuarial changes.

Community Involvement:

Inform: The pension funding policy will inform our community of the policy decisions made by the Council to address the PSPRS unfunded pension liability.

Involve: The community was invited to the annual budget retreats and is able to provide comments.

Attachments: Res. 2022-23
Pension Funding Policy
PSPRS Contingency Reserve Policy

RESOLUTION NO. 2022-23

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE CITY OF FLAGSTAFF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, beginning on or before July 1, 2019, pursuant to A.R.S. § 38-863.01 the City of Flagstaff shall annually adopt a pension funding policy for its Public Safety Personnel Retirement System ("PSPRS") plans; and

WHEREAS, the City desires to adopt a pension funding policy for the Flagstaff Fire Department and the Flagstaff Police Department pension plans ("PSPRS plans"); and

WHEREAS, the State of Arizona is responsible for investment and management of the PSPRS plans, and administration of pension benefits.

ENACTMENTS:

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

SECTION 1. In General.

The City of Flagstaff hereby adopts the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy, attached hereto ("Pension Funding Policy").

SECTION 2. Delegation of Authority.

The Management Services Director and Finance Director are delegated authority to implement the Pension Policy, to make recommendations for any adjustments and to report on progress in reducing unfunded liability of the PSPRS plans as deemed necessary and appropriate.

The City Clerk is hereby directed to post a copy of the Pension Funding Policy on the City of Flagstaff website pursuant to A.R.S. § 38-863.01.B, and to provide a copy of the Pension Funding Policy to the Police Chief, Fire Chief, and to the local board for each of the PSPRS plans.

SECTION 3. Effective Date.

This resolution shall be effective July 1, 2022.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of June, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff
Public Safety Personnel Retirement System
Pension Funding Policy
As of July 1, 2022

Section 1: Introduction

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City of Flagstaff (City) and to comply with Arizona Revised Statutes Section 38-863.01.

The City of Flagstaff is a member of the Public Safety Personnel Retirement System (PSPRS). The City has two PSPRS pension plans, one for police employees and one for fire employees. Each pension plan has its own funding to pay for current and future pension obligations. The plans represent only the City of Flagstaff's liability. Employee contributions that are used to help pay for the pension plans are managed by the PSPRS.

This policy will demonstrate how the City will meet its financial obligations for funding the police and fire pension plans, explain how and when funding requirements for the plans will be met, and define the funded ratio targets and timelines for reaching the ratio for the plans.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period referred to as the amortization period. The ARC is a percentage of the current payroll.

Normal Cost – That portion of the actuarial present value of benefits for the base costs in the current plan year.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Section 2: Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits. PSPRS provides annual actuarial reports to determine current status of each plan. These are available on the PSPRS website.

Under an agent multiple employer plan each agency participating in the plan has an individual trust fund reflecting each individual plan's assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Flagstaff has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2021 actuarial valuation, which are detailed below.

June 30, 2021 Report, Tier 1 & 2:

Trust Fund	Assets	Accrued Liability	UAAL (Overfunded)	Funded Ratio
Flagstaff Police	$ 98,375,600	$ 91,223,383	($ 7,152,217)	107.8%
Flagstaff Fire	$ 108,691,395	$ 101,853,546	($ 6,837,849)	106.7%
Totals	$ 207,066,995	$ 193,076,929	($ 13,990,066)	107.2%

Section 3: PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and employee intergenerational equity.

At a minimum, the Council will maintain minimum Annual Required Contribution (ARC) for PSPRS for both Flagstaff Police and Flagstaff Fire. Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from ongoing operating revenues.

The City's PSPRS plans are currently funded at 107% based on Actuarial Reports for the period ending June 30, 2021. Future goals will be in place to best assure the plans remain above 100% funded. The following goals are adopted to address potential future impacts and position the City financially for such impacts.

The estimated ARC for FY 2021-22 per actuarial valuation and fully funded goal, Tier 1 & 2:

- PSPRS-Police = $513,051 (Normal Cost only), June 30, 2021
- PSPRS-Fire = $775,916 (Normal Cost only), June 30, 2021

Council will take additional fiscal measures to maintain 100% funded pension plans:

- The City will make an annual payment for the City's share of PSRPS contributions in July of each fiscal year. The payment will be based on the Adopted Budget for the City for both plans. During the fiscal year, if the ARC exceeds the prepayment amount, the City will pay additional ARC as required. If at June 30 the prepayment exceeds the actual minimum ARC, the City will leave the overpayment with the pension plan, thus providing excess contributions.
- For public safety employees which are in the Deferred Retirement Option Plan (DROP), the City will budget for and pay the City's share of pension contributions. While the City is not required to make these contributions, this would be a contribution in excess of the ARC.
- The City will calculate the annual contributions based on Normal Cost rate provided in the annual actuarial report.

Council will consider additional payment above the ARC to lower the UAAL:

- No action required as the plans are 107% funded

Council will consider additional resources to assist in maintaining the 100% funding status:

- The Council has adopted a Contingency Reserve Fund policy of the public safety plan. Staff will utilize this plan to provide additional contributions when the plans fall below 100% funding.

Based on these pension funding policy decisions by the Council, the City PSPRS plans are expected to maintain the goal of 100% funding.

Adopted by Resolution on June 7, 2022

City of Flagstaff

Public Safety Personnel Retirement System ("PSPRS") Contingency Reserve Fund ("CRF") Policy June 2020

1. Background
    a. The City desires to fully fund its PSPRS Flagstaff Police and Fire Plans ("Plans"). As of June 2020, Plans constitute a debt of the City. The City has determined it is financially prudent to appropriately fund these pension plans and help improve the long term finances of the City.
    b. The City is issuing Pension Certificates of Participation (COPS) encumbering certain City real properties and will deposit a portion of the proceeds in the PSPRS Flagstaff Police and Fire pension funds and a portion for two Contingency Reserve Funds.
    c. The City has the goal to be at or near 100% funded for both Plans.

2. Purpose of the Contingency Reserve Funds
    a. The purpose of this policy is to set forth the rules of managing the CRF effectively. The goal is to mitigate the impact of 1) investment return volatility and 2) changes in select actuarial assumptions (as defined herein) made within the PSPRS plans for Flagstaff Police and Flagstaff Fire ("Plans").

3. Establishment of Contingency Reserve Funds and Initial Deposits
    a. The City is establishing separate contingency reserve funds for Police and Fire, because each Plan is independently managed by PSPRS.
    b. The initial deposit for the Police CRF and the initial deposit for the Fire CRF will be funded with COPS proceeds. Sizing of the Contingency Reserve Funds is discussed further below in this policy.
    c. The City will manage each CRF separately and the deposits and draws will be managed based on each Plan's changes. Each Plan's changes are summarized by PSPRS actuaries on an annual basis at the end of the fiscal year, and the City receives a copy of the annual report.

4. Rules for Investments
    a. The City will be managing and investing the CRFs. Investments made by the must comply with the requirements found in Arizona Revised Statutes Section 35-323 and the City's Investment Policy.
    b. Investments shall be principal protected so that the City does not lose value in the deposited amounts.
    c. Gross funded by principal deposits, not to include expected investment earnings.
    d. Investments shall be invested in no more than one-year increments to allow for liquidity in the 1st quarter of each calendar year.

e. Proceeds should only be invested in liquid and/or short-term products to ensure prompt availability of funds.
f. The City will prioritize the investments of these funds with a local bank.
g. City may have the opportunity to utilize a pension stabilization trust to manage investment of CRF proceeds. These are irrevocable trusts created under Internal Revenue Service Section 115.

5. Rules for Contingency Reserve Funds Draws
    a. The City will establish a minimum fund balance threshold based on the initial deposit into the CRF.
    b. Draws will first be made from investment income only, while the principal balance remains untouched.
    c. Establish a funded ratio threshold, where if the CRF balance rises 5% above the minimum fund balance and the pension plan is fully funded, the City may draw all or a portion of the 5% to supplement the City's annual required employer contribution for the Plans.
    d. Market Draw: The City may draw from a CRF when investment return for the Plans for the prior fiscal year is below the actuarial rate of return.
    e. Actuarial Draw: The City may draw from a CRF when the PSPRS annual report for the Plans show a revision of the assumed earnings rate assumption, changes to payroll growth assumption, and/or revisions to mortality assumption occur and cause an impact on Unfunded Actuarial Accrued Liability for the Plans in excess of a defined threshold.

6. Rules of Replenishment for the Contingency Reserve Funds
    a. After the fiscal year of bond issuance and for the following five fiscal years of the bonds, the City shall only commit savings derived from the issuance of the COPS to help pay one time operational costs of the General Fund so that should the CRF fall below minimum fund requirements in a given fiscal year, savings may be used to replenish the CRF.
    b. The City will review unspent budget appropriations for PSPRS pension expenditures annually and may consider adding to the CRF.
    c. Should the CRF balance fall below the minimum fund balance, the City will prioritize making replenishments over no more five years.

7. Sizing of Contingency Reserve Funds
    a. The City will review the CRF funding levels at least every five years to assure adequate reserves.
    b. Police CRF
        i. Size initial deposit to manage "worst case" scenario of all permitted draw events (market volatility and actuarial changes) occurring in one valuation
        ii. Market. $2,836,000; size initial deposit to calculated on the average of a 10% market loss and up to three years of new Unfunded Actuarial Accrued Liability ("UAAL") payments that would be created if PSPRS experienced 20% loss

compared to the average earnings rate in year 1 of issuing pension bonds.

iii. Actuarial. $4,014,000; size initial deposit to manage up to three years of new UAAL payments that would be created if the assumed earnings rate was revised to 7%, payroll growth increased and/or PSPRS adopted a new mortality table.

c. Fire CRF

i. Size initial deposit to manage "worst case" scenario of all permitted draw events (market volatility and actuarial changes) occurring in one valuation

ii. Market. $3,170,000; size initial deposit to calculated on the average of a 10% market loss and up to three years of new UAAL payments that would be created if PSPRS experienced 20% loss compared to the average earnings rate in year 1 of issuing pension bonds.

iii. Actuarial. $4,219,000; size initial deposit to manage up to three years of new UAAL payments that would be created if the assumed earnings rate was revised to 7%, payroll growth increased and/or PSPRS adopted a new mortality table.

8. Rules to Dissolve Contingency Reserve Funds

a. Upon the repayment of the final debt service payment for the Pension COPS, staff will seek Council direction to dissolve or continue the CRF. The City could dissolve the CRF and apply the remaining balance of funds to other retiree benefits, other post-employment benefits (OPEB), annual required contributions or General Fund.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-24: A resolution of the Flagstaff City Council, designating its Chief Fiscal Officer for officially submitting the fiscal year 2022-2023 expenditure limitation report to the Arizona Auditor General, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-24 by title only
2) City Clerk reads Resolution No. 2022-24 by title only (if approved above)
3) Adopt Resolution No. 2022-24

Executive Summary:

Staff is requesting Council adoption of this resolution to formally designate a Chief Fiscal Officer, per Arizona Revised Statutes, Section 41-1279.07(E). The City is required to annually designate a Chief Fiscal Officer for the City for expenditure limitation reporting.

Financial Impact:

There is no fiscal impact related to adopting this resolution.

Policy Impact:

There is no policy impact related to adopting this resolution. It is intended to follow state statute requirements.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

None.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the Resolution as submitted.
2. Amend the Resolution and designate a different city staff member as the Chief Fiscal Officer

Background/History:

Per Arizona Revised Statutes, Section 41-1279.07(E), the City is required to designate a Chief Fiscal Officer annually for expenditure limitation reporting, as follows: "The governing body of each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing body of the political subdivision to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body. The governing body of the political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report."

The Flagstaff City Charter Article IV, Section 3 provides for the appointment of a City Treasurer with approval of the Council. The City Treasurer "shall receive and have custody of all the money of the City" and manage it in compliance with applicable laws and ordinances.

The City Treasurer's responsibilities encompass those duties required of a Chief Fiscal Officer, per the law stated above.

On September 15, 2015, Rick Tadder was appointed the City Treasurer by Resolution No. 2015-32.

Therefore, designating Rick Tadder as the Chief Fiscal Officer is appropriate.

Attachments: Res. 2022-24

RESOLUTION NO. 2022-24

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DESIGNATING ITS CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2022-2023 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Flagstaff Mayor and Council desire to designate its City Treasurer, Rick Tadder, as the City's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

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

SECTION 1. In General.

Rick Tadder is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2022-2023 Annual Expenditure Limitation Report to the Arizona Auditor General's Office on the governing body's behalf.

SECTION 2. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

11. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Co-Submitter:	Brandi Suda, Finance Director; Heidi Derryberry, Assistant Finance Director
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-27: A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative budget for Fiscal Year 2022-2023.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-27 by title only
2) City Clerk reads Resolution No. 2022-27 by title only (if approved above)
3) Adopt Resolution No. 2022-27

Executive Summary:

Arizona Revised Statutes (Sections 42-17101, 42-17102, and 42-17105) require that each municipality adopt and publish, in a specified format, a tentative budget. The adoption of the tentative budget has the effect of establishing an amount that cannot be exceeded in the final adoption of the budget.

Furthermore, the adoption of the tentative budget sets into motion a legally mandated time sequence of actions to which the Council must adhere to adopt a final budget and to levy property taxes.

Financial Impact:

The tentative budget must be adopted to set the appropriate sequence of events in place for final budget adoption.

Policy Impact:

The Fiscal Year 2022-2023 budget is the guiding document for the financial plan of the City.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

The adoption of the Annual Budget and Financial Plan provides Council direction and financial resources to support the Key Community Priorities, Carbon Neutrality Plan and Regional Plan.

Has There Been Previous Council Decision on This:

- December Council Retreat on December 9, 2021
- February Budget Retreat on February 3, 2022 and February 4, 2022
- March Capital Improvement Budget Retreat on March 31, 2022
- Council Budget Work Session on April 21, 2022 and April 22, 2022

Options and Alternatives:

The City may delay the tentative budget adoption until no later than the 3rd Monday in July. While the City would be able to continue operations through a Continuing Disclosure resolution, the City would not be able to commit to any expenditures directly related to the Fiscal Year 2022-2023 budget.

Background/History:

The budget is generally presented for tentative adoption in late May or early June to assure funding is appropriated within Key Community Priorities and Objectives at the beginning of the fiscal year.

During the summer of 2020, staff engaged the community to confirm, revise or amend the objectives that help deliver our Key Community Priorities. In November 2020, Council approved the changes to the objectives. These priorities and objectives were used to develop the FY 2022-2023 proposed budget.

At the December 2021 budget retreat, staff presented several topics including budget introduction, fiscal policies, revenue updates, and priority based budgeting. During the February 2022 budget retreat staff presented and received further direction from Council for the FY 2022-2023 proposed budget. Topics included priority based budgeting, revenue updates, fixed cost updates, and compensation. At Council's request, in March, we held a Capital Improvement Plan Budget Retreat to review and discuss all capital improvement plans for all funds of the City. Staff presented the 5-year plans and provided information such as funding resources, how they are developed, and some highlights of current projects. During the April 2022 budget work session, staff presented the City Manager's proposed budget and received Council direction on additional items to be included in the budget. After the April budget work session, divisions provided revised year-end estimates and carryover of funding primarily for capital projects.

Key Considerations:

The adoption of the tentative budget sets into motion a legally mandated time sequence of actions to which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative adoption, final adoption of the budget and property tax levy actions, and related publications must be started over.

The process is prescribed through the Arizona Revised Statutes. The tentative budget must be adopted no later than the 3rd Monday in July. The schedules for Council budget and property tax levy actions are as follows:

- June 7, 2022 - Tentative adoption of the budget by Council
- June 21, 2022 - Proposed budget and property tax levy public hearing
- June 21, 2022 - Final budget adoption (In a Special Meeting)
- June 21, 2022 - First reading of property tax ordinance
- July 5, 2022 - Final reading and adoption of the property tax ordinance

Expanded Financial Considerations:

Funds must be appropriated to allow for expenditures to occur. The tentative budget must be adopted to set the appropriate sequence of events in place for final budget adoption.

Community Benefits and Considerations:

The community benefits from an annually adopted budget which then allows the city to provide the necessary services and programs for our citizens.

Community Involvement:

Inform and Involve: The Community has the opportunity to be involved at the public hearing held in conjunction with final adoption. Citizens are welcome to attend Council Budget retreats. The City Manager's recommended budget was discussed during the Council Budget Retreat on April 21 and 22, 2022. Public participation was available.

Upon approval of the Tentative Budget Resolution, Budget legal schedules will be published in the June 9, 2022, and June 16, 2022, Arizona Daily Sun to allow for community review. In addition, the legal and other budget schedules will be made available at City Hall, at both Flagstaff Public Libraries, and on the official city website.

Attachments: Res. 2022-27
FY 2022-2023 Tentative Budget Book
FY 2022-2023 Tentative Budget Presentation

RESOLUTION NO. 2022-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2022-2023

RECITALS:

WHEREAS in accordance with the provisions of A.RS. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 7, 2022, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS in accordance with said sections of said Title, and following due public notice, the Council met on June 7, 2022, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 21, 2022, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amounts exceed that amount as computed in A.RS. 42-17051 (A).

ENACTMENTS:

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

SECTION 1. That the accompanying statements and exhibits attached to this Resolution as Schedules A, B, C, D, E, F and G are incorporated herein by this reference, and are hereby adopted as the tentative budget for the City of Flagstaff for the fiscal year 2022-2023.

SECTION 2. That the City Clerk be, and she hereby is, authorized and directed to publish in the manner prescribed by law the estimates of expenditures as set forth in Schedules A, B, C, D, E, F, and G together with a notice that the Council will meet on June 21, 2022, for the purpose of final hearing of taxpayers and for adoption of the 2022-2023 Annual Budget for the City of Flagstaff with the final reading and adoption of the property tax ordinance on the 5th day of July, 2022, at 3:00 p.m.

SECTION 3. Upon the recommendation by the Manager and with the approval of the Council, expenditures may be made from the appropriation for contingencies. The transfers of any sums within any specific appropriation may be made only upon the approval of the Council.

SECTION 4. Money from any fund may be used for any of these appropriations, except money specifically restricted by State Law or by City Ordinance or Resolution.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th of June, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses
Schedule B – Tax Levy and Tax Rate Information
Schedule C – Revenues Other Than Property Taxes
Schedule D – Other Financing Sources/(Uses) and Interfund Transfers
Schedule E – Expenditures/Expenses by Fund
Schedule F – Expenditures/Expenses by Division (as applicable)
Schedule G – Full-Time Employees and Personnel Compensation

Official Budget Forms
City of Flagstaff
Fiscal Year 2022-2023

City of Flagstaff

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Fiscal Year 2022-2023

Resolution for the Adoption of the Budget

Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses

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City of Flagstaff
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2022-2023

The final opportunity for public input on the City of Flagstaff Fiscal Year 2022-2023 budget will occur on June 21, 2022 at the 3:00 PM City Council meeting
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
or the official website "flagstaff.az.gov" or by request

Fiscal Year		Sch	Funds							
			General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Fund	Enterprise Funds	Internal Service Funds	Total All Funds
2022	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	84,806,756	119,155,119	16,586,292	39,992,545	0	128,277,922	0	388,818,634
2022	Actual Expenditures/Expenses**	E	69,819,779	47,405,364	16,586,292	1,071,882	0	74,401,830	0	209,285,147
2023	Fund Balance/Net Position at July 1***		62,133,123	99,360,314	22,056,547	4,333,846	390,260	98,770,623	0	287,044,713
2023	Primary Property Tax Levy	B	7,133,686	0	0	0		0	0	7,133,686
2023	Secondary Property Tax Levy	B	0	0	8,206,714	0		0	0	8,206,714
2023	Estimated Revenues Other than Property Taxes	C	90,930,312	74,664,533	111,000	2,260,013	14,611	122,201,234	0	290,181,703
2023	Other Financing Sources	D	1,300,000	17,200,000	0	42,303,708	0	27,900,000	0	88,703,708
2023	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2023	Interfund Transfers In	D	5,664,338	25,711,376	17,500,376	210,500	0	3,314,224	0	52,400,814
2023	Interfund Transfers (Out)	D	12,436,971	26,961,259	8,302,508	0	0	4,700,076	0	52,400,814
2023	Reduction for Amounts Not Available									
Less:	Amounts for Future Debt Retirement									0
										0
										0
										0
2023	Total Financial Resources Available		154,724,488	189,974,964	39,572,129	49,108,067	404,871	247,486,005	0	681,270,524
2023	Budgeted Expenditures/Expenses	E	121,529,793	152,815,463	17,500,376	49,108,067	0	199,934,096	0	540,887,795

Expenditure Limitation Comparison	2022	2023
1. Budgeted Expenditures/Expenses	$ 388,818,634	$ 540,887,795
2. Add/Subtract: Estimated Net Reconciling Items	0	0
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items	388,818,634	540,887,795
4. Less: Estimated Exclusions	191,167,222	330,007,849
5. Amount Subject to the Expenditure Limitation	$ 197,651,412	$ 210,879,946
6. EEC Expenditure Limitation	$ 197,894,236	$ 211,134,938

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent fund balance/net position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff
Expenditure Limitation and
Tax Levy Information
Fiscal Year 2022-2023

	Estimate* FY 2021-2022	Budget FY 2022-2023
Expenditure Limitation [Economic Estimates Commission]		$ 211,134,938
Total Estimated Expenditures Subject to Expenditure Limitation		
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A] rev 6/06 HB 2876	$ 7,322,717	$ 7,569,668
2. Amount Received from Primary Property Taxation in FY 2021-2022 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	$ 7,038,663	$ 7,133,686
B. Secondary Property Taxes	7,835,974	8,206,714
C. Total Property Tax Levy Amount	$ 14,874,637	$ 15,340,400
4. Property Taxes Collected (Estimated)		
A. Primary Property Taxes:		
(1) FY 2021-2022 Levy	$ 6,938,663	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes Collected	7,038,663	
B. Secondary Property Taxes:		
(1) FY 2021-2022 Levy	7,835,974	
(2) Total Secondary Property Taxes Collected	7,835,974	
C. Total Property Taxes Collected	$ 14,874,637	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate:		
(1) Primary Property Tax Rate	0.7186	0.6954
(2) Secondary Property Tax Rate	0.8000	0.8000
(3) Total City Tax Rate	1.5186	1.4954

B. Special Assessment District Tax Rates:
As of the date of the proposed budget, the City was operating one special assessment district for which secondary property taxes are levied. For information pertaining to this district and its tax rates, please contact the City Finance section.

* Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

Source of Revenues	Actual Revenues 2020-2021	Budgeted Revenues 2021-2022	Estimated Revenues 2021-2022	Budgeted Revenues 2022-2023	Change (Bdgt-Bdgt)	% Change
General Fund						
Local Taxes						
City Sales Tax	$ 25,987,602	23,563,400	26,574,000	26,942,300	3,378,900	14.34%
Franchise Tax	2,227,051	2,447,298	2,260,000	2,282,700	(164,598)	(6.73%)
Excise Tax	135,438	272,798	272,798	272,798	-	0.00%
Licenses and Permits						
Business Licenses	28,676	30,000	30,000	30,000	-	0.00%
Building Permits	3,517,030	1,868,100	2,214,000	1,900,000	31,900	1.71%
Other Licenses and Permits	1,629,550	996,880	996,880	997,380	500	0.05%
Intergovernmental						
State Income Tax Sharing	10,723,978	9,790,000	10,075,700	14,800,000	5,010,000	51.17%
State Shared Sales Tax	8,874,787	8,285,200	10,300,000	10,403,000	2,117,800	25.56%
Auto Lieu Tax	4,169,172	3,718,300	4,011,000	4,011,000	292,700	7.87%
Federal Grants	1,130,718	3,269,668	2,849,157	17,177,243	13,907,575	425.35%
State/Local Grants	1,200,444	3,071,419	2,150,965	3,988,076	916,657	29.84%
Local Intergovernmental Agreements	1,204,117	1,154,418	1,154,418	1,098,718	(55,700)	(4.82%)
Charges for Services						
Community Development	1,278,201	745,500	745,500	745,000	(500)	(0.07%)
Parks and Recreation	132,668	542,870	542,870	1,082,870	540,000	99.47%
Public Safety	840,369	745,780	745,780	750,097	4,317	0.58%
Cemetery/General Government	277,879	184,741	184,741	186,563	1,822	0.99%
Fines and Forfeits	932,593	1,145,194	1,145,194	1,429,499	284,305	24.83%
Rents	1,094,906	1,154,008	993,697	1,654,569	500,561	43.38%
Investment Earnings	909,804	372,426	417,665	423,171	50,745	13.63%
Miscellaneous	1,005,100	275,187	821,350	755,328	480,141	174.48%
Total General Fund	67,300,083	63,633,187	68,485,715	90,930,312	27,297,125	42.90%
Special Revenue Funds						
Housing and Community Services Fund						
Intergovernmental						
Federal Grants	1,365,160	2,315,356	1,060,679	2,553,991	238,635	10.31%
State Grants	-	900,000	900,000	780,000	(120,000)	(13.33%)
Investment Earnings	8,827	4,000	6,318	4,000	-	0.00%
Miscellaneous	993,228	-	257,142	-	-	0.00%
Total Housing and Comm Svcs Fund	2,367,215	3,219,356	2,224,139	3,337,991	118,635	3.69%
COVID Relief Fund						
Intergovernmental						
Federal Grants	1,934,046	15,238,257	15,238,257	-	(15,238,257)	(100.00%)
Total COVID Relief Fund	1,934,046	15,238,257	15,238,257	-	(15,238,257)	(100.00%)
Library Fund						
Intergovernmental						
Federal Grants	41,120	45,000	45,000	100,000	55,000	122.22%
State/Local Grants	25,000	-	-	-	-	0.00%
Library District Taxes	3,837,589	3,836,302	3,836,302	4,006,938	170,636	4.45%
Miscellaneous	35,779	41,000	41,000	41,000	-	0.00%
Investment Earnings	66,165	39,529	39,529	39,727	198	0.50%
Total Library Fund	4,005,653	3,961,831	3,961,831	4,187,665	225,834	5.70%
Highway User Revenue Fund						
Intergovernmental						
Highway User Tax	9,191,151	8,556,425	9,374,974	9,539,036	982,611	11.48%
Licenses and Permits	157,743	-	-	-	-	0.00%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

Source of Revenues	Actual Revenues 2020-2021	Budgeted Revenues 2021-2022	Estimated Revenues 2021-2022	Budgeted Revenues 2022-2023	Change (Bdgt-Bdgt)	% Change
Highway User Revenue Fund (Continued)						
Marijuana Excise Tax	$ -	80,000	-	-	(80,000)	(100.00%)
Investment Earnings	53,836	40,000	46,000	55,000	15,000	37.50%
Miscellaneous	95,319	1,790,000	-	3,440,000	1,650,000	92.18%
Total Highway User Revenue Fund	9,498,049	10,466,425	9,420,974	13,034,036	2,567,611	24.53%
Transportation Fund						
Transportation Tax	30,757,600	28,053,400	31,764,900	32,213,900	4,160,500	14.83%
Intergovernmental						
Federal Grants	-	6,041,624	-	6,285,699	244,075	4.04%
State/Local Grants	-	100,000	-	-	(100,000)	(100.00%)
Investment Earnings	379,586	239,000	251,000	258,000	19,000	7.95%
Miscellaneous	274,067	546,458	-	546,458	-	0.00%
Total Transportation Fund	31,411,253	34,980,482	32,015,900	39,304,057	4,323,575	12.36%
FUTS Fund						
Investment Earnings	19,698	8,000	8,000	-	(8,000)	(100.00%)
Total FUTS Fund	19,698	8,000	8,000	-	(8,000)	(100.00%)
Beautification Fund						
BBB Tax	1,809,530	1,756,700	1,990,000	2,029,800	273,100	15.55%
Intergovernmental						
Federal Grants	-	50,000	50,000	-	(50,000)	(100.00%)
Investment Earnings	65,593	38,000	38,000	44,000	6,000	15.79%
Miscellaneous	3,575	-	-	-	-	0.00%
Total Beautification Fund	1,878,698	1,844,700	2,078,000	2,073,800	229,100	12.42%
Economic Development Fund						
BBB Tax	860,205	834,400	945,250	964,200	129,800	15.56%
Investment Earnings	4,371	6,437	8,172	11,677	5,240	81.40%
Rents	321,090	380,686	380,686	403,100	22,414	5.89%
Miscellaneous	50	-	-	-	-	0.00%
Total Economic Development Fund	1,185,716	1,221,523	1,334,108	1,378,977	157,454	12.89%
Tourism Fund						
BBB Tax	2,716,233	2,635,000	2,985,000	3,044,700	409,700	15.55%
Retail Sales	121,860	124,594	124,594	125,840	1,246	1.00%
Investment Earnings	9,393	2,778	2,778	7,594	4,816	173.36%
Miscellaneous	17,980	16,026	16,026	16,186	160	1.00%
Total Tourism Fund	2,865,466	2,778,398	3,128,398	3,194,320	415,922	14.97%
Arts and Science Fund						
BBB Tax	678,089	658,800	746,250	761,200	102,400	15.54%
Investment Earnings	7,371	4,000	4,000	5,000	1,000	25.00%
Total Arts and Science Fund	685,460	662,800	750,250	766,200	103,400	15.60%
Recreation Fund						
BBB Tax	2,987,469	2,898,500	3,283,500	3,349,200	450,700	15.55%
Intergovernmental						
State Grants	-	-	-	300,000	300,000	100.00%
Investment Earnings	7,298	5,000	5,000	6,000	1,000	20.00%
Total Recreation Fund	2,994,767	2,903,500	3,288,500	3,655,200	751,700	25.89%
Parking District Fund						
Parking	357,090	1,230,850	1,202,850	1,225,907	(4,943)	(0.40%)
Investment Earnings	10,836	13,800	7,000	24,000	10,200	73.91%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

Source of Revenues	Actual Revenues 2020-2021	Budgeted Revenues 2021-2022	Estimated Revenues 2021-2022	Budgeted Revenues 2022-2023	Change (Bdgt-Bdgt)	% Change
Parking District Fund (Continued)						
Miscellaneous	$ 1,136	-	-	-	-	0.00%
Total Parking District Fund	369,062	1,244,650	1,209,850	1,249,907	5,257	0.42%
Water Resource and Infrastructure Protection (WRIP) Fund						
Water Resource Protection Fee	1,240,175	1,228,220	1,239,000	1,277,380	49,160	4.00%
Intergovernmental						
Federal Grants	3,863	-	-	1,200,000	1,200,000	100.00%
State/Local Grants	5,000	-	-	-	-	0.00%
Investment Earnings	2,145	3,000	3,000	5,000	2,000	66.67%
Total WRIP Fund	1,251,183	1,231,220	1,242,000	2,482,380	1,251,160	101.62%
Total Special Revenue Funds	60,466,266	79,761,142	75,900,207	74,664,533	(5,096,609)	(6.39%)
Debt Service Funds						
Secondary Property Tax Fund						
Investment Earnings	24,642	36,000	36,000	39,000	3,000	8.33%
Total Secondary Property Tax Fund	24,642	36,000	36,000	39,000	3,000	8.33%
Pension Debt Service Fund						
Investment Earnings	12,445	71,000	71,000	72,000	1,000	1.41%
Total Pension Debt Service Fund	12,445	71,000	71,000	72,000	1,000	1.41%
Total Debt Service Funds	37,087	107,000	107,000	111,000	4,000	3.74%
Permanent Funds						
Perpetual Care Fund						
Contributions	19,910	10,082	10,082	10,284	202	2.00%
Investment Earnings	3,181	4,284	4,284	4,327	43	1.00%
Total Perpetual Care Fund	23,091	14,366	14,366	14,611	245	1.71%
Total Permanent Funds	23,091	14,366	14,366	14,611	245	1.71%
Capital Project Funds						
Non GO Bonds Projects Fund						
Real Estate Proceeds	-	2,000,000	-	2,000,000	-	0.00%
Intergovernmental						
State Grants	30,000	-	-	-	-	0.00%
Investment Earnings	6,122	-	-	-	-	0.00%
Total Non GO Bonds Projects Fund	36,122	2,000,000	-	2,000,000	-	0.00%
GO Bonds Projects Fund						
Intergovernmental						
Federal Grants	108,774	-	27,454	66,892	66,892	100.00%
State Grants	137,233	601,676	390,496	193,121	(408,555)	(67.90%)
Investment Earnings	4,640	-	-	-	-	0.00%
Total GO Bonds Projects Fund	250,647	601,676	417,950	260,013	(341,663)	(56.79%)
Total Capital Projects Funds	286,769	2,601,676	417,950	2,260,013	(341,663)	(13.13%)

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

Source of Revenues	Actual Revenues 2020-2021	Budgeted Revenues 2021-2022	Estimated Revenues 2021-2022	Budgeted Revenues 2022-2023	Change (Bdgt-Bdgt)	% Change
Enterprise Funds						
Drinking Water Fund						
Intergovernmental						
Federal Grants	$ -	-	-	4,250,000	4,250,000	100.00%
Water Fees	20,493,491	18,939,698	19,449,216	19,662,250	722,552	3.82%
Investment Earnings	235,473	134,424	124,727	138,186	3,762	2.80%
Rents	20,000	5,150	5,150	5,150	-	0.00%
Miscellaneous	36,865	-	3,900	-	-	0%
Total Drinking Water Fund	20,785,829	19,079,272	19,582,993	24,055,586	4,976,314	26.08%
Wastewater Fund						
Wastewater Fees	14,005,043	11,981,398	12,724,150	12,102,662	121,264	1.01%
Investment Earnings	165,549	202,857	145,000	128,000	(74,857)	(36.90%)
Miscellaneous	189,327	-	28,696	-	-	0.00%
Total Wastewater Fund	14,359,919	12,184,255	12,897,846	12,230,662	46,407	0.38%
Reclaimed Water Fund						
Reclaimed Water Fees	1,453,038	1,046,439	1,067,516	1,068,158	21,719	2.08%
Investment Earnings	16,088	9,933	12,341	13,860	3,927	39.53%
Total Reclaimed Water Fund	1,469,126	1,056,372	1,079,857	1,082,018	25,646	2.43%
Stormwater Fund						
Intergovernmental						
Federal Grants	47,122	1,480,630	7,332,932	1,500,000	19,370	1.31%
State Grants	82,721	-	-	-	-	0.00%
Stormwater Fees	4,415,057	4,311,858	4,311,858	4,355,418	43,560	1.01%
Investment Earnings	3,870	-	-	65,051	65,051	100.00%
Total Stormwater Fund	4,548,770	5,792,488	11,644,790	5,920,469	127,981	2.21%
Solid Waste Fund						
Solid Waste	12,971,880	13,053,187	14,024,255	13,741,358	688,171	5.27%
Investment Earnings	106,988	81,821	81,821	118,139	36,318	44.39%
Sale of Property	26,500	-	-	-	-	0.00%
Miscellaneous	8,124	840,000	-	1,680,000	840,000	100.00%
Total Solid Waste Fund	13,113,492	13,975,008	14,106,076	15,539,497	1,564,489	11.19%
Sustainability and Environmental Management Fund						
Intergovernmental						
Federal Grants	2,851	-	-	3,500,000	3,500,000	100.00%
State Grants	12,146	-	-	105,000	105,000	100.00%
Environmental Services	1,212,258	1,213,478	1,213,478	1,225,551	12,073	0.99%
Investment Earnings	7,152	5,000	5,000	10,000	5,000	100.00%
Miscellaneous	100	-	-	-	-	0.00%
Total Sustainability and Env Mgmt Fund	1,234,507	1,218,478	1,218,478	4,840,551	3,622,073	297.26%
Airport Fund						
Intergovernmental						
Federal Grants	3,949,750	20,746,132	7,789,757	39,027,557	18,281,425	88.12%
State Grants	70,791	1,847,392	6,457	3,878,069	2,030,677	109.92%
Airport	958,392	1,158,025	1,645,137	1,175,390	17,365	1.50%
Rents	966,689	1,407,096	888,345	1,512,999	105,903	7.53%
Parking	-	-	200,000	893,520	893,520	100.00%
Investment Earnings	12,982	7,000	8,000	10,000	3,000	42.86%
Miscellaneous	635	1,000	16	1,000	-	0.00%
Total Airport Fund	5,959,239	25,166,645	10,537,712	46,498,535	21,331,890	84.76%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

Source of Revenues	Actual Revenues 2020-2021	Budgeted Revenues 2021-2022	Estimated Revenues 2021-2022	Budgeted Revenues 2022-2023	Change (Bdgt-Bdgt)	% Change
Flagstaff Housing Authority Fund						
Intergovernmental						
Federal Grants	$ 6,384,752	8,140,331	7,139,081	9,619,317	1,478,986	18.17%
Rents and Other Tenant Income	1,347,277	1,275,000	1,275,000	1,400,000	125,000	9.80%
Miscellaneous	1,020,295	395,012	399,196	1,014,599	619,587	156.85%
Total Flagstaff Housing Authority Fund	8,752,324	9,810,343	8,813,277	12,033,916	2,223,573	22.67%
Total Enterprise Funds	70,223,206	88,282,861	79,881,029	122,201,234	33,918,373	38.42%
Total Revenues	$ 198,336,502	234,400,232	224,806,267	290,181,703	55,781,471	23.80%

City of Flagstaff
Summary by Funding of Other Financing Sources
and Interfund Transfers
Fiscal Year 2022-2023

Fund	Proceeds from Other Financing Sources	Interfund Transfers In	Interfund Transfers Out
General Fund	$ 1,300,000	5,664,338	12,436,971
Special Revenue Funds			
Housing and Community Services	-	518,669	-
Library	-	1,792,813	-
Highway User Revenue	-	21,355,593	13,000
Transportation	17,200,000	1,797,301	23,152,894
Beautification	-	-	488,392
Economic Development	-	247,000	393,757
Tourism	-	-	155,070
Recreation	-	-	2,574,189
Water Resource and Infrastructure Protection	-	-	183,957
Total Special Revenue Funds	17,200,000	25,711,376	26,961,259
Debt Service Funds			
General Obligation Bonds	-	8,302,508	-
Secondary Property Tax	-	-	8,302,508
Pension Debt Service	-	9,197,868	-
Total Debt Service Funds	-	17,500,376	8,302,508
Capital Project Funds			
Non General Obligation Bond Funded Projects	-	210,500	-
General Obligation Bond Funded Projects	42,303,708	-	-
Total Capital Projects Funds	42,303,708	210,500	-
Enterprise Funds			
Drinking Water	-	2,124,426	-
Wastewater	4,150,000	-	1,802,079
Reclaimed Water	850,000	-	114,230
Stormwater	22,900,000	-	208,117
Solid Waste	-	63,570	99,714
Sustainability and Environmental Management	-	1,126,228	-
Airport	-	-	2,475,936
Total Enterprise Funds	27,900,000	3,314,224	4,700,076
Total All Funds	$ 88,703,708	52,400,814	52,400,814

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

Fund/Division	Actual Expenditures/ Expenses 2020-2021	Adopted Budgeted Expenditures/ Expenses 2021-2022	Estimated Expenditures/ Expenses 2021-2022	Proposed Budgeted Expenditures/ Expenses 2022-2023	Change (Budget-Budget)	% Change
General Fund						
General Administration	$ 11,378,043	16,816,843	13,171,816	32,676,034	15,859,191	94.3%
Management Services	4,057,286	5,002,102	4,665,288	5,684,459	682,357	13.6%
Fire	11,215,001	17,488,590	16,813,243	21,912,503	4,423,913	25.3%
Police	18,916,316	21,887,143	21,221,952	24,025,033	2,137,890	9.8%
Community Development	5,197,943	4,581,233	4,279,058	5,019,306	438,073	9.6%
Public Works	7,456,505	14,978,665	10,874,279	5,157,021	(9,821,644)	(65.6%)
Economic Vitality	119,599	202,834	127,834	258,918	56,084	27.7%
Non-Departmental	(2,519,050)	(1,346,977)	(3,646,954)	8,362,818	9,709,795	(720.9%)
City Engineering	-	1,999,513	1,944,513	2,124,281	124,768	6.2%
Parks, Recreation, Open Space & Events	-	-	-	13,381,360	13,381,360	100.0%
Contingency	24,006	3,196,810	368,750	2,928,060	(268,750)	(8.4%)
Total General Fund	55,845,649	84,806,756	69,819,779	121,529,793	36,723,037	43.3%
Special Revenue Funds						
Housing and Community Service Fund						
Community Development	1,865,395	4,971,337	2,122,864	5,913,035	941,698	18.9%
Non-Departmental	68,877	48,668	48,668	46,235	(2,433)	(5.0%)
	1,934,272	5,020,005	2,171,532	5,959,270	939,265	18.7%
COVID Relief Fund						
Fire	889,748	-	-	-	-	0.0%
Police	1,044,298	-	-	-	-	0.0%
Non-Departmental	-	6,171,965	2,119,741	3,118,516	(3,053,449)	(49.5%)
	1,934,046	6,171,965	2,119,741	3,118,516	(3,053,449)	(49.5%)
Library Fund						
General Administration	184,047	272,459	272,459	280,520	8,061	3.0%
Management Services	209,713	187,931	187,931	151,324	(36,607)	(19.5%)
Public Works	43,397	40,058	40,058	28,892	(11,166)	(27.9%)
Economic Vitality	4,394,792	7,495,180	5,916,569	7,174,059	(321,121)	(4.3%)
Non-Departmental	71,752	61,878	61,878	74,008	12,130	19.6%
Contingency	-	100,000	-	100,000	-	0.0%
	4,903,701	8,157,506	6,478,895	7,808,803	(348,703)	(4.3%)
Highway User Revenue Fund						
General Administration	138,764	280,797	280,797	409,111	128,314	45.7%
Management Services	201,018	78,002	78,002	80,664	2,662	3.4%
Community Development	1,468,024	-	-	-	-	0.0%
Public Works	8,568,321	12,177,155	6,550,542	14,382,887	2,205,732	18.1%
Economic Vitality	2,706	220	220	-	(220)	(100.0%)
Non-Departmental	126,879	190,920	190,920	202,761	11,841	6.2%
City Engineering	-	9,439,638	1,745,825	23,712,129	14,272,491	151.2%
Contingency	-	100,000	-	100,000	-	0.0%
	10,505,712	22,266,732	8,846,306	38,887,552	16,620,820	74.6%
Transportation Fund						
General Administration	72,462	68,686	68,686	51,325	(17,361)	(25.3%)
Management Services	188,863	132,446	132,446	98,601	(33,845)	(25.6%)
Community Development	9,042,855	-	-	-	-	0.0%
Public Works	2,061,427	1,293,477	1,166,115	5,100,717	3,807,240	294.3%
Economic Vitality	748	86	86	-	(86)	(100.0%)
Non-Departmental	7,498,961	9,579,751	6,278,437	14,347,388	4,767,637	49.8%
City Engineering	-	50,918,527	12,475,132	58,363,165	7,444,638	14.6%
	18,865,316	61,992,973	20,120,902	77,961,196	15,968,223	25.8%
FUTS Fund						
Community Development	1,162,550	-	-	-	-	0.0%
	1,162,550	-	-	-	-	0.0%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

Fund/Division	Actual Expenditures/ Expenses 2020-2021	Adopted Budgeted Expenditures/ Expenses 2021-2022	Estimated Expenditures/ Expenses 2021-2022	Proposed Budgeted Expenditures/ Expenses 2022-2023	Change (Budget-Budget)	% Change
Beautification Fund						
Economic Vitality	$ 525,508	6,127,867	755,876	6,054,099	(73,768)	(1.2%)
Contingency	-	10,000	-	10,000	-	0.0%
	525,508	6,137,867	755,876	6,064,099	(73,768)	(1.2%)
						0.0%
Economic Development Fund						
Economic Vitality	1,162,765	1,742,551	1,349,928	1,745,230	2,679	0.2%
Contingency	-	45,000	-	45,000	-	0.0%
	1,162,765	1,787,551	1,349,928	1,790,230	2,679	0.1%
Tourism Fund						
Economic Vitality	2,314,873	3,156,284	3,076,284	3,271,449	115,165	3.6%
Contingency	-	50,000	-	175,000	125,000	250.0%
	2,314,873	3,206,284	3,076,284	3,446,449	240,165	7.5%
Arts and Science Fund						
Economic Vitality	623,631	1,340,007	619,507	1,258,679	(81,328)	(6.1%)
Contingency	-	10,000	-	10,000	-	0.0%
	623,631	1,350,007	619,507	1,268,679	(81,328)	(6.0%)
Recreation Fund						
Parks, Recreation, Open Space & Events	-	-	-	1,810,400	1,810,400	100.0%
Public Works	10,358	10,400	10,400	-	(10,400)	(100.0%)
	10,358	10,400	10,400	1,810,400	1,800,000	17,307.7%
Parking District Fund						
General Administration	23,519	40,596	40,596	39,437	(1,159)	(2.9%)
Management Services	27,366	11,338	11,338	13,601	2,263	20.0%
Public Works	567	4,063	4,063	420	(3,643)	(89.7%)
Economic Vitality	572,447	2,014,028	846,192	2,354,524	340,496	16.9%
Non-Departmental	10,367	8,325	8,325	8,419	94	1.1%
Contingency	-	30,000	-	30,000	-	0.0%
	634,266	2,108,350	910,514	2,446,401	338,051	16.0%
Water Resource and Infrastructure Protection Fund						
General Administration	-	-	-	58,268	58,268	100.0%
Management Services	-	-	-	10,945	10,945	100.0%
Fire	363,568	945,479	945,479	2,174,900	1,229,421	130.0%
Public Works	-	-	-	3,208	3,208	100.0%
Non-Departmental	-	-	-	6,547	6,547	100.0%
	363,568	945,479	945,479	2,253,868	1,308,389	138.4%
Total Special Revenue Funds	44,940,566	119,155,119	47,405,364	152,815,463	33,660,344	28.2%
Debt Service Funds						
General Obligation Bonds Fund						
Non-Departmental	7,303,370	7,388,402	7,388,402	8,302,508	914,106	12.4%
	7,303,370	7,388,402	7,388,402	8,302,508	914,106	12.4%
Pension Debt Service Fund						
Non-Departmental	120,578,514	9,197,890	9,197,890	9,197,868	(22)	(0.0%)
	120,578,514	9,197,890	9,197,890	9,197,868	(22)	(0.0%)
Total Debt Service Funds	127,881,884	16,586,292	16,586,292	17,500,376	914,084	5.5%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

Fund/Division	Actual Expenditures/ Expenses 2020-2021	Adopted Budgeted Expenditures/ Expenses 2021-2022	Estimated Expenditures/ Expenses 2021-2022	Proposed Budgeted Expenditures/ Expenses 2022-2023	Change (Budget-Budget)	% Change
Capital Project Funds						
Non GO Bond Funded Projects Fund						
Non-Departmental	$ 5,624,628	34,303,906	10,914	4,458,057	(29,845,849)	(87.0%)
	5,624,628	34,303,906	10,914	4,458,057	(29,845,849)	(87.0%)
GO Bonds Funded Projects Fund						
Non-Departmental	1,143,971	5,688,639	1,060,968	44,650,010	38,961,371	684.9%
	1,143,971	5,688,639	1,060,968	44,650,010	38,961,371	684.9%
Total Capital Project Funds	6,768,599	39,992,545	1,071,882	49,108,067	9,115,522	22.8%
Enterprise Funds						
Drinking Water Fund						
General Administration	253,035	395,960	395,960	408,622	12,662	3.2%
Management Services	1,190,547	1,102,524	1,102,524	1,134,086	31,562	2.9%
Community Development	-	50,436	50,436	66,572	16,136	32.0%
Public Works	105,173	149,725	149,725	122,584	(27,141)	(18.1%)
Economic Vitality	5,640	543	543	-	(543)	(100.0%)
Water Services	20,465,940	36,955,509	16,898,049	35,705,179	(1,250,330)	(3.4%)
Non-Departmental	157,666	148,373	148,373	189,267	40,894	27.6%
Contingency	-	1,000,000	-	1,000,000	-	0.0%
	22,178,001	39,803,070	18,745,610	38,626,310	(1,176,760)	(3.0%)
Wastewater Fund						
General Administration	241,162	232,368	232,368	230,375	(1,993)	(0.9%)
Management Services	360,381	327,001	327,001	343,692	16,691	5.1%
Community Development	-	16,812	16,812	-	(16,812)	(100.0%)
Public Works	19,939	23,859	23,859	31,232	7,373	30.9%
Economic Vitality	2,383	209	209	-	(209)	(100.0%)
Water Services	5,707,606	16,580,973	8,462,292	32,290,176	15,709,203	94.7%
Non-Departmental	65,901	55,653	55,653	64,525	8,872	15.9%
Contingency	-	800,000	-	800,000	-	0.0%
	6,397,372	18,036,875	9,118,194	33,760,000	15,723,125	87.2%
Reclaimed Water Fund						
General Administration	28,900	21,139	21,139	31,345	10,206	48.3%
Management Services	32,038	42,806	42,806	40,969	(1,837)	(4.3%)
Economic Vitality	240	20	20	-	(20)	(100.0%)
Water Services	647,286	1,779,601	581,032	2,300,344	520,743	29.3%
Non-Departmental	8,161	6,569	6,569	5,272	(1,297)	(19.7%)
Contingency	-	50,000	-	50,000	-	0.0%
	716,625	1,900,135	651,566	2,427,930	527,795	27.8%
Stormwater Fund						
General Administration	23,285	84,847	84,847	71,614	(13,233)	(15.6%)
Management Services	119,602	146,630	146,630	110,656	(35,974)	(24.5%)
Community Development	-	-	-	73,907	73,907	100.0%
Public Works	108	529	529	2,098	1,569	296.6%
Economic Vitality	397	37	37	-	(37)	(100.0%)
Water Services	17,211,272	10,813,591	12,313,139	37,375,898	26,562,307	245.6%
Non-Departmental	13,450	12,059	12,059	10,236	(1,823)	(15.1%)
Contingency	-	300,000	-	300,000	-	0.0%
	17,368,114	11,357,693	12,557,241	37,944,409	26,586,716	234.1%
Solid Waste Fund						
General Administration	238,034	400,506	400,506	421,188	20,682	5.2%
Management Services	583,165	449,680	449,680	477,379	27,699	6.2%
Public Works	11,640,371	17,994,694	12,004,350	22,480,088	4,485,394	24.9%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

Fund/Division	Actual Expenditures/ Expenses 2020-2021	Adopted Budgeted Expenditures/ Expenses 2021-2022	Estimated Expenditures/ Expenses 2021-2022	Proposed Budgeted Expenditures/ Expenses 2022-2023	Change (Budget-Budget)	% Change
Solid Waste Fund - Continued						
Economic Vitality	$ 5,332	480	480	-	(480)	(100.0%)
Non-Departmental	177,790	187,937	187,937	258,843	70,906	37.7%
Contingency	-	500,000	-	500,000	-	0.0%
	12,644,692	19,533,297	13,042,953	24,137,498	4,604,201	23.6%
Sustainability and Environmental Management Fund						
General Administration	28,022	1,970,635	1,155,385	127,733	(1,842,902)	(93.5%)
Management Services	112,275	110,619	110,619	106,664	(3,955)	(3.6%)
Public Works	897,632	25,665	25,665	137,982	112,317	437.6%
Economic Vitality	444	39	39	-	(39)	(100.0%)
Non-Departmental	15,465	11,138	11,138	14,861	3,723	33.4%
Sustainability	-	-	-	6,175,947	6,175,947	100.0%
Contingency	-	30,000	-	30,000	-	0.0%
	1,053,838	2,148,096	1,302,846	6,593,187	4,445,091	206.9%
Airport Fund						
General Administration	57,956	122,351	122,351	128,782	6,431	5.3%
Management Services	168,268	134,383	134,383	140,153	5,770	4.3%
Public Works	76,177	109,899	109,899	108,393	(1,506)	(1.4%)
Economic Vitality	5,984,828	25,201,385	9,787,299	44,236,676	19,035,291	75.5%
Non-Departmental	29,338	38,183	38,183	43,078	4,895	12.8%
Contingency	-	100,000	-	100,000	-	0.0%
	6,316,567	25,706,201	10,192,115	44,757,082	19,050,881	74.1%
Flagstaff Housing Authority Fund						
Community Development	8,354,956	8,791,305	8,791,305	10,686,430	1,895,125	21.6%
Contingency	-	1,001,250	-	1,001,250	-	0.0%
	8,354,956	9,792,555	8,791,305	11,687,680	1,895,125	19.4%
Total Enterprise Funds	75,030,165	128,277,922	74,401,830	199,934,096	71,656,174	55.9%
Total All Funds	$ 310,466,863	388,818,634	209,285,147	540,887,795	152,069,161	39.1%

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

Division/Fund	Actual Expenditures/ Expenses 2020-2021	Adopted Budgeted Expenditures/ Expenses 2021-2022	Estimated Expenditures/ Expenses * 2021-2022	Proposed Budgeted Expenditures/ Expenses 2022-2023	Change (Budget-Budget)	% Change
General Administration						
General Fund	$ 11,378,043	16,816,843	13,171,816	32,676,034	15,859,191	94.3%
Library	184,047	272,459	272,459	280,520	8,061	3.0%
HURF	138,764	280,797	280,797	409,111	128,314	45.7%
Transportation	72,462	68,686	68,686	51,325	(17,361)	(25.3%)
Parking District	23,519	40,596	40,596	39,437	(1,159)	(2.9%)
Drinking Water	253,035	395,960	395,960	408,622	12,662	3.2%
Wastewater	241,162	232,368	232,368	230,375	(1,993)	(0.9%)
Reclaimed Water	28,900	21,139	21,139	31,345	10,206	48.3%
Stormwater	23,285	84,847	84,847	71,614	(13,233)	(15.6%)
Solid Waste	238,034	400,506	400,506	421,188	20,682	5.2%
Sustainability and Environmental Mgmt	28,022	1,970,635	1,155,385	127,733	(1,842,902)	(93.5%)
Airport	57,956	122,351	122,351	128,782	6,431	5.3%
	12,667,229	20,707,187	16,246,910	34,934,354	14,227,167	68.7%
Community Development						
General Fund	5,197,943	4,581,233	4,279,058	5,019,306	438,073	9.6%
HURF	1,468,024	9,439,638	1,745,825	-	(9,439,638)	(100.0%)
Transportation	9,042,855	-	-	-	-	0.0%
FUTS	1,162,550	-	-	-	-	0.0%
Housing and Community Services	1,865,395	4,971,337	2,122,864	5,913,035	941,698	18.9%
Drinking Water	-	50,436	50,436	66,572	16,136	32.0%
Wastewater	-	16,812	16,812	-	(16,812)	(100.0%)
Stormwater	-	-	-	73,907	73,907	100.0%
Flagstaff Housing Authority	8,354,956	8,791,305	8,791,305	10,686,430	1,895,125	21.6%
	27,091,723	27,850,761	17,006,300	21,759,250	(6,091,511)	(21.9%)
Management Services						
General Fund	4,057,286	5,002,102	4,665,288	5,684,459	682,357	13.6%
Library	209,713	187,931	187,931	151,324	(36,607)	(19.5%)
HURF	201,018	78,002	78,002	80,664	2,662	3.4%
Transportation	188,863	132,446	132,446	98,601	(33,845)	(25.6%)
Parking District	27,366	11,338	11,338	13,601	2,263	20.0%
Drinking Water	1,190,547	1,102,524	1,102,524	1,134,086	31,562	2.9%
Wastewater	360,381	327,001	327,001	343,692	16,691	5.1%
Reclaimed Water	32,038	42,806	42,806	40,969	(1,837)	(4.3%)
Stormwater	119,602	146,630	146,630	110,656	(35,974)	(24.5%)
Solid Waste	583,165	449,680	449,680	477,379	27,699	6.2%
Sustainability and Environmental Mgmt	112,275	110,619	110,619	106,664	(3,955)	(3.6%)
Airport	168,268	134,383	134,383	140,153	5,770	4.3%
	7,250,522	7,725,462	7,388,648	8,393,193	667,731	8.6%
Fire						
General Fund	11,215,001	17,488,590	16,813,243	21,912,503	4,423,913	25.3%
COVID Relief Fund	889,748	-	-	-	-	0.0%
Water Resource & Infrastructure Fund	363,568	945,479	945,479	2,174,900	1,229,421	130.0%
	12,468,317	18,434,069	17,758,722	24,087,403	5,653,334	30.7%
Police						
General Fund	18,916,316	21,887,143	21,221,952	24,025,033	2,137,890	9.8%
COVID Relief Fund	1,044,298	-	-	-	-	0.0%
	19,960,614	21,887,143	21,221,952	24,025,033	2,137,890	9.8%
Public Works						
General Fund	7,456,505	14,978,665	10,874,279	5,157,021	(9,821,644)	(65.6%)
Library	43,397	40,058	40,058	28,892	(11,166)	(27.9%)
HURF	8,568,321	12,177,155	6,550,542	14,382,887	2,205,732	18.1%
Transportation	2,061,427	1,293,477	1,166,115	5,100,717	3,807,240	294.3%
Recreation	10,358	10,400	10,400	-	(10,400)	(100.0%)

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

Division/Fund	Actual Expenditures/ Expenses 2020-2021	Adopted Budgeted Expenditures/ Expenses 2021-2022	Estimated Expenditures/ Expenses * 2021-2022	Proposed Budgeted Expenditures/ Expenses 2022-2023	Change (Budget-Budget)	% Change
Public Works - Continued						
Parking District	$ 567	4,063	4,063	420	(3,643)	(89.7%)
Drinking Water	105,173	149,725	149,725	122,584	(27,141)	(18.1%)
Wastewater	19,939	23,859	23,859	31,232	7,373	30.9%
Stormwater	108	529	529	2,098	1,569	296.6%
Solid Waste	11,640,371	17,994,694	12,004,350	22,480,088	4,485,394	24.9%
Sustainability and Environmental Mgmt	897,632	25,665	25,665	137,982	112,317	437.6%
Airport	76,177	109,899	109,899	108,393	(1,506)	(1.4%)
	30,879,975	46,808,189	30,959,484	47,555,522	747,333	1.6%
Economic Vitality						
General Fund	119,599	202,834	127,834	258,918	56,084	27.7%
Library	4,394,792	7,495,180	5,916,569	7,174,059	(321,121)	(4.3%)
HURF	2,706	220	220	-	(220)	(100.0%)
Transportation	748	86	86	-	(86)	(100.0%)
Beautification	525,508	6,127,867	755,876	6,054,099	(73,768)	(1.2%)
Economic Development	1,162,765	1,742,551	1,349,928	1,745,230	2,679	0.2%
Tourism	2,314,873	3,156,284	3,076,284	3,271,449	115,165	3.6%
Arts and Science	623,631	1,340,007	619,507	1,258,679	(81,328)	(6.1%)
Parking District	572,447	2,014,028	846,192	2,354,524	340,496	16.9%
Drinking Water	5,640	543	543	-	(543)	(100.0%)
Wastewater	2,383	209	209	-	(209)	(100.0%)
Reclaimed Water	240	20	20	-	(20)	(100.0%)
Stormwater	397	37	37	-	(37)	(100.0%)
Solid Waste	5,332	480	480	-	(480)	(100.0%)
Sustainability and Environmental Mgmt	444	39	39	-	(39)	(100.0%)
Airport	5,984,828	25,201,385	9,787,299	44,236,676	19,035,291	75.5%
	15,716,333	47,281,770	22,481,123	66,353,634	19,071,864	40.3%
Water Services						
Drinking Water	20,465,940	36,955,509	16,898,049	35,705,179	(1,250,330)	(3.4%)
Wastewater	5,707,606	16,580,973	8,462,292	32,290,176	15,709,203	94.7%
Reclaimed Water	647,286	1,779,601	581,032	2,300,344	520,743	29.3%
Stormwater	17,211,272	10,813,591	12,313,139	37,375,898	26,562,307	245.6%
	44,032,104	66,129,674	38,254,512	107,671,597	41,541,923	62.8%
Non-Departmental						
General Fund	(2,519,050)	(1,346,977)	(3,646,954)	8,362,818	9,709,795	(720.9%)
COVID Relief Fund	-	6,171,965	2,119,741	3,118,516	(3,053,449)	(49.5%)
Library	71,752	61,878	61,878	74,008	12,130	19.6%
HURF	126,879	190,920	190,920	202,761	11,841	6.2%
Transportation	7,498,961	9,579,751	6,278,437	14,347,388	4,767,637	49.8%
Housing and Community Services	68,877	48,668	48,668	46,235	(2,433)	(5.0%)
Parking District	10,367	8,325	8,325	8,419	94	1.1%
General Obligation Bonds	7,303,370	7,388,402	7,388,402	8,302,508	914,106	12.4%
Pension Debt Service Fund	120,578,514	9,197,890	9,197,890	9,197,868	(22)	(0.0%)
GO Bond Funded Projects	1,143,971	5,688,639	1,060,968	44,650,010	38,961,371	684.9%
Non GO Bond Funded Projects	5,624,628	34,303,906	10,914	4,458,057	(29,845,849)	(87.0%)
Drinking Water	157,666	148,373	148,373	189,267	40,894	27.6%
Wastewater	65,901	55,653	55,653	64,525	8,872	15.9%
Reclaimed Water	8,161	6,569	6,569	5,272	(1,297)	(19.7%)
Stormwater	13,450	12,059	12,059	10,236	(1,823)	(15.1%)
Solid Waste	177,790	187,937	187,937	258,843	70,906	37.7%
Sustainability and Environmental Mgmt	15,465	11,138	11,138	14,861	3,723	33.4%
Airport	29,338	38,183	38,183	43,078	4,895	12.8%
	140,376,040	71,753,279	23,179,101	93,361,217	21,607,938	30.1%

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

Division/Fund	Actual Expenditures/ Expenses 2020-2021	Adopted Budgeted Expenditures/ Expenses 2021-2022	Estimated Expenditures/ Expenses * 2021-2022	Proposed Budgeted Expenditures/ Expenses 2022-2023	Change (Budget-Budget)	% Change
City Engineering						
General Fund	$ -	1,999,513	1,944,513	2,124,281	124,768	6.2%
HURF	-	9,439,638	1,745,825	23,712,129	14,272,491	151.2%
Transportation	-	41,478,889	10,729,307	58,363,165	16,884,276	40.7%
	-	52,918,040	14,419,645	84,199,575	31,281,535	59.1%
Parks, Recreation, Open Space & Events						
General Fund	-	-	-	13,381,360	13,381,360	100.0%
BBB-Recreation	-	-	-	1,810,400	1,810,400	100.0%
	-	-	-	15,191,760	15,191,760	100.0%
Sustainability						
Sustainability and Environmental Mgmt	-	-	-	6,175,947	6,175,947	100.0%
	-	-	-	6,175,947	6,175,947	100.0%
Reserves/Contingencies						
General Fund	24,006	3,196,810	368,750	2,928,060	(268,750)	(8.4%)
Library	-	100,000	-	100,000	-	0.0%
HURF	-	100,000	-	100,000	-	0.0%
Beautification	-	10,000	-	10,000	-	0.0%
Economic Development	-	45,000	-	45,000	-	0.0%
Tourism	-	50,000	-	175,000	125,000	250.0%
Arts and Science	-	10,000	-	10,000	-	0.0%
Parking District	-	30,000	-	30,000	-	0.0%
Drinking Water	-	1,000,000	-	1,000,000	-	0.0%
Wastewater	-	800,000	-	800,000	-	0.0%
Reclaimed Water	-	50,000	-	50,000	-	0.0%
Stormwater	-	300,000	-	300,000	-	0.0%
Solid Waste	-	500,000	-	500,000	-	0.0%
Sustainability and Environmental Mgmt	-	30,000	-	30,000	-	0.0%
Airport	-	100,000	-	100,000	-	0.0%
Flagstaff Housing Authority	-	1,001,250	-	1,001,250	-	0.0%
	24,006	7,323,060	368,750	7,179,310	(143,750)	(2.0%)
All Funds Total	$ 310,466,863	388,818,634	209,285,147	540,887,795	152,069,161	39.1%

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Full-Time Employee and Personnel Compensation
Fiscal Year 2022-2023

Fund	Full-Time Equivalent (FTE) 2022-2023	Employee Salaries and Hourly Costs 2022-2023	Retirement Costs 2022-2023	Healthcare Costs 2022-2023	Other Benefit Costs 2022-2023	Total Estimated Personnel Compensation 2022-2023
General Fund	619.42	$ 43,462,754	$ 4,509,306	$ 6,721,069	$ 4,217,842	$ 58,910,971
Special Revenue Funds						
Housing and Community Services	1.00	78,771	9,586	11,254	6,551	106,162
Library	55.76	2,812,015	304,929	599,634	255,567	3,972,145
HURF	35.27	2,597,114	228,812	407,775	422,620	3,656,321
Beautification	2.50	212,473	25,902	25,788	16,752	280,915
Economic Development	2.95	212,262	25,898	25,220	16,545	279,925
Tourism	17.50	1,079,427	122,811	189,062	92,405	1,483,705
Arts and Science	0.40	65,865	8,037	7,998	5,185	87,085
Parking District	7.00	340,658	41,094	98,663	34,866	515,281
Water Resource & Infrastructure Protection	9.00	448,541	48,897	207,969	37,843	743,250
Total Special Revenue Funds	131.38	7,847,126	815,966	1,573,363	888,334	11,124,789
Enterprise Funds						
Drinking Water	55.20	3,875,170	458,933	595,471	428,205	5,357,779
Wastewater	19.00	1,426,817	171,063	266,863	152,333	2,017,076
Reclaimed Water	6.00	134,190	16,332	21,867	11,873	184,262
Stormwater	5.00	578,678	69,566	83,741	49,494	781,479
Solid Waste	47.00	2,767,158	331,447	523,466	706,978	4,329,049
Sustainability and Environmental Mgmt	9.00	567,550	69,071	118,301	45,619	800,541
Airport	14.75	1,115,218	116,659	165,429	59,810	1,457,116
Flagstaff Housing Authority	24.00	1,422,811	173,156	287,036	212,612	2,095,615
Total Enterprise Funds	179.95	11,887,592	1,406,227	2,062,174	1,666,924	17,022,917
Total All Funds	930.75	$ 63,197,472	$ 6,731,499	$ 10,356,606	$ 6,773,100	$ 87,058,677

City of Flagstaff
FY 2022-2023
Budget
June 7, 2022
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE
CITY BETTER

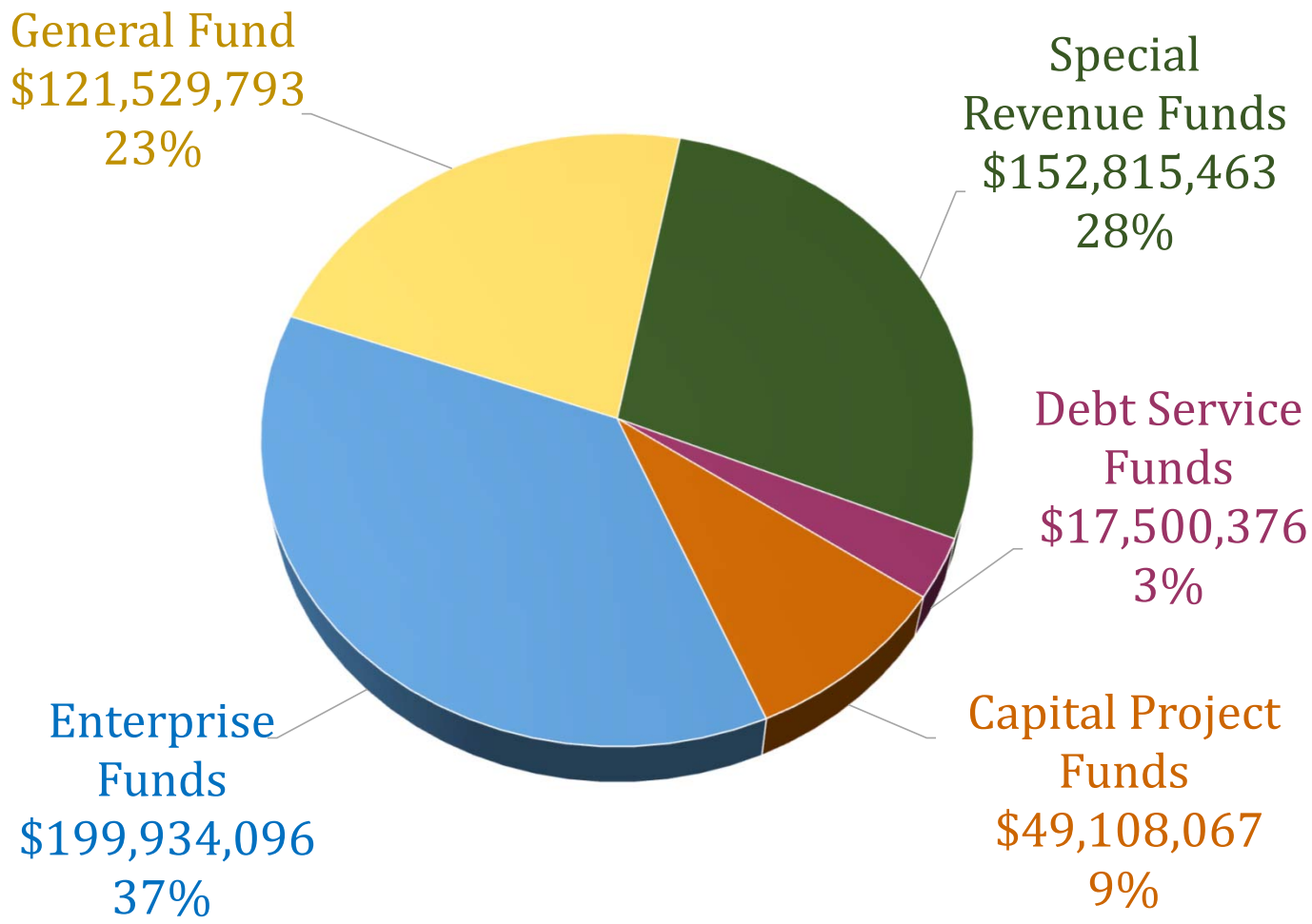
Timeline

- June 7th – Tentative Budget Adoption
  - Sets maximum appropriation
  - Sets in motion legal requirements for final adoption
- June 21st
  - Public hearing for ~~truth in taxation~~, budget and tax levy
  - Final budget adoption
  - First reading of property tax ordinance
- July 5th – second reading and adoption of property tax ordinance

Legal Schedule A

Total
FY 2022-2023
Budget:
$540,887,795

$152.1M (39%) increase over FY 2021-2022



Highlights

- Compensation and benefits
- Priority Based Budgeting – Key Community Priorities and Objectives
- Climate Neutrality Plan
- Property tax – flat levy plus new construction
- Infrastructure needs

Changes Since April Retreat

- Council Adds - $532,400
  - Alternate Response Peer Specialist - $60,000
  - Alternate Response Model Evaluation - $20,000
  - Black Lived Experience - $49,900
  - CATS Mobile Outreach Bus - $37,500
  - Elevate Pre-K - $25,000
  - Boys and Girls Club - $35,000
  - Lowell Observatory - $35,000
  - Broadband - $170,000
  - Business Retention/Expansion Incentives - $30,000
  - Business Attraction Incentives - $20,000
  - Workforce Development - $50,000

Changes Since April Retreat

- Capital Carryovers - $84.0M
  - Transportation projects, Water Services projects and Fleet purchases
- Operational Carryovers - $19.4M
  - Various studies, software and contracts
- Grant Carryovers - $17.9M
  - CDBG/Home, CARES, COVID

Changes Since April Retreat

- Other
  - Bond Initiatives - $40.0M
  - Capital - $19.7M
    - Beulah/University extension and realignment project, Rio solids treatment project, Public Safety radios
  - Debt Service - $1.6M

Additional Information

- The Tentative Budget Book will be available 6/8/2022 at the following locations:
  - City Website
  - City Clerk's Office
  - Available Upon Request
    - Heidi Derryberry (hderryberry@flagstaffaz.gov)
    - Brandi Suda (bsuda@flagstaffaz.gov)
- Published in Arizona Daily Sun 6/9 and 6/16
- Questions Regarding Budget

  Brandi Suda, Finance Director, bsuda@flagstaffaz.gov, (928)-213-2217

Questions

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

11. H.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-28: A resolution of the Flagstaff City Council approving an Intergovernmental Agreement between the City of Glendale, Arizona and the City of Flagstaff for use of the Glendale Tax Application

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-28 by title only
2) City Clerk reads Resolution No. 2022-28 by title only (if approved above)
3) Adopt Resolution No. 2022-28

Executive Summary:

The State of Arizona manages Transaction Privilege Tax (TPT) collections and data for all cities, towns and counties in Arizona. The City has entered into an Intergovernmental Agreement with the State of Arizona for this service. The City received weekly spreadsheet files from the State for TPT activity. The amount of data received in this form is difficult for city staff to manage. The City of Glendale has developed a program that helped them manage all the data received from the State and are now offering cities access to the program through an Intergovernmental Agreement (IGA). Staff is seeking Council approval to enter into an IGA to allow staff access to the program.

Financial Impact:

The City will be one of the first customers to enter into an IGA for use of the TAX APP system and will receive a discounted price of $2,500 for the first year. Subsequent years will be billed at $5,000 per year. Funding is in the Revenue Section under account number 001-02-033-0120-1-4343.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Higher Performing Governance: Enhance the organization's fiscal stability & increase efficiency & effectiveness

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

- Approve the Intergovernmental Agreement with the City of Glendale
- Do not approve the Intergovernmental Agreement with the City of Flagstaff

Background/History:

Since the implementation of centralized collection of sales taxes in June 2016, many cities and towns in Arizona have struggled to piece together and connect the data and reports provided by the Arizona Department of Revenue (ADOR). Due to the complexity and volume of the data many cities and town have been unable to easily see and quickly use the data in a single place.

The City of Phoenix developed software that other cities may access through an IGA and the Flagstaff has been using this system for several years. The system has been beneficial to our staff however, it was often difficult to manage all the data within the system efficiently.

The City of Glendale took the approach to develop its own software to effectively and efficiently manage the city's TPT data. Guided and molded by Glendale's Finance department and created in-house by Glendale's Innovation & Technology team, Glendale's AZ Tax Central is a solution built from collaboration on the principle of usability. We have taken all the data provided by ADOR and made it relatable and searchable. By creating the AZ Tax Central to be an easy to use, easy to understand solution the city has seen:

- A reduction in research time
- An increased efficiency
- An increase in compliance monitoring
- More accurate revenue review and reporting

Staff has received demonstrations of the TAX APP program and staff sees a great value in being a partner city with the City of Glendale. The City of Glendale offered a discounted first year rate for early partners which is half the annual costs.

Key Considerations:

Transaction Privilege Tax information is very secure and is only accessible by staff that have completed the required Arizona Department of Revenue (ADOR) Sales Tax Confidentiality training. Specific customer account information may not be shared with anyone that has not completed this requirement.

Community Benefits and Considerations:

The use of the Glendale Tax Application will help improve management of TPT accounts and improve TPT collections.

Community Involvement:

Inform

Attachments: Res. 2022-28
Attachment 1 - Intergovernmental Agreement
Exhibit A
Exhibit B

RESOLUTION NO. 2022-28

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE AND THE CITY OF FLAGSTAFF FOR THE USE OF THE GLENDALE TAX APPLICATION

RECITALS:

WHEREAS, The City of Glendale and the City of Flagstaff desire to enter into an intergovernmental agreement for use of the Glendale Tax Application (TAX APP); and

WHEREAS, the State of Arizona collects Transaction Privilege Taxes (TPT), often referred to as Sales Taxes, for all Cities, Towns and Counties of Arizona; and

WHEREAS, the City of Flagstaff has entered into an Intergovernmental Agreement with the State of Arizona for the collections of TPT; and

WHEREAS, the City desires manage data from TPT data from businesses located in the City of Flagstaff in an effective manner; and

WHEREAS, the City of Glendale has built a program to help manage TPT data that is very efficient and effective for managing TPT accounts; and

WHEREAS, the City of Glendale is offering the City of Flagstaff access to the TAX APP program to improve our effectiveness of management local TPT accounts.

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 the City of Glendale, Arizona 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 7th day of June, 2022.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:

A – Intergovernmental Agreement

Attachment A

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
THE CITY OF FLAGSTAFF

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement" or "IGA") is entered into this _____ day of June, 2022, pursuant to Arizona Revised Statutes (ARS) §11-952, between the **City of Glendale** ("**GLENDALE**") acting by and through its city council and the **City of Flagstaff** ("**FLAGSTAFF**"), acting by and through its city council.

RECITALS

1. **GLENDALE** is authorized to enter into intergovernmental agreements by Arizona Revised Statutes§ 11-951, et seq., and the disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001, *et seq*., and by Model City Tax Code § 510.

2. **FLAGSTAFF** is authorized by Arizona Revised Statutes§ 11-951, *et seq*., and the disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001, *et seq*., and by Model City Tax Code § 510.

3. ARS §42-6001 establishes that the Arizona Department of Revenue ("**DOR**") will collect and administer municipal privilege, transaction and use taxes ("**Taxes**") for all Arizona cities and towns. As part of its administration of the Taxes, DOR shall provide each city or town access to data covering the amount of Taxes reported and the amount of Taxes

distributed to that specific city and town.

4. The purpose of this Agreement is to provide **GLENDALE** the mechanism to allow other cities and towns to cooperatively use the **GLENDALE** hosted and developed **GLENDALE TAX APPLICATION** ("**TAX APP**") to access and interact with the Statewide Tax data supplied by DOR, for an annual subscription fee.

THEREFORE, in consideration of the mutual agreements expressed in this Agreement, it is agreed as follows:

I. SCOPE OF AGREEMENT

1. **GLENDALE** has developed and owns the intellectual property rights to **TAX APP. TAX APP** provides searches, dashboards, and automated notifications for the municipal tax data furnished by **DOR**.

2. **GLENDALE** will maintain, upgrade, and administer the **TAX APP**.

3. **FLAGSTAFF** will work with **GLENDALE** to establish role-based access control permissions for each **FLAGSTAFF** user in the **TAX APP**.

4. All **FLAGSTAFF** users must have **FLAGSTAFF** access credentials in order to be granted permissions to use the **TAX APP**. This requires that users have the appropriate background checks from their organizations that meet or exceed screening requirements established by ARS §41-4401.

5. Support services will be provided via **GLENDALE's** customer portal.

6. Outages due to scheduled or emergency network, software and/or hardware maintenance will be broadcast to authorized users in advance.

7. Any failure to follow **GLENDALE's** acceptable use policy of the **TAX APP** may result in revocation of the access to the **TAX APP**.

8. Municipal tax data hosted by **GLENDALE** and presented in the **TAX APP** is confidential information and may not be distributed or copied except as permitted by ARS §42-2003. The data sources are furnished by the DOR and are considered confidential information as defined in ARS §42-2001. **GLENDALE** does not control and cannot guarantee the relevance, timeliness, or accuracy of this data and provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of furnished data, and **FLAGSTAFF** releases **GLENDALE** from any liability related to the data. Data types include but may not be limited to the information detailed set forth in Appendix B in the respective intergovernmental agreement with the State of Arizona and **FLAGSTAFF**.

9. The **TAX APP** supports the security model listed below. Each jurisdiction will select a security profile below for each user designated for **TAX APP** access. **FLAGSTAFF** acknowledges each individual user should be assigned the least privileged access needed depending on their job duties. **FLAGSTAFF** also acknowledges information obtained from DOR, and displayed by **GLENDALE**, is confidential information and may only be disclosed as authorized by ARS§ 42-2003.

Attachment A

Role	Role Description
City Admin	- Add, update, and suspend user accounts - View city employee activity logs - Search, view, and interact with DOR data
City User	- Search, view, and interact with DOR data

10. **FLAGSTAFF** City admin user will suspend employee access and notify **GLENDALE** within 1 business day of employee termination, reassignment, or departure.

11. **Compensation. FLAGSTAFF** shall pay **GLENDALE** as defined in the Compensation Schedule**,** which is attached hereto as Exhibit A. **FLAGSTAFF** will be billed by **GLENDALE**, in advance of its access to the **TAX APP.** Payments shall be due thirty (30) days from the invoice date.

II. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective on the date of execution and shall continue in full force and effect for one (1) year. The Agreement will renew automatically unless one of the parties notifies the other no later than thirty (30) days prior to the expiration of the term that the party wishes not to renew the Agreement.

2. **FLAGSTAFF** or **GLENDALE** may cancel this Agreement at any time without penalty or further obligation. No pro-rata refund will be returned.

3. This Agreement is subject to the cancellation provisions of ARS §38-511.

4. Cancellation pursuant to either Paragraphs 2 or 3 above shall be effective when written notice from the chief executive officer of one city/town is received by the other party to this Agreement, unless the notice specifies a later time.

5. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) whether direct or indirect (hereinafter collectively referred to as "Claims") arising out of **TAX APP** use, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. **FLAGSTAFF** acknowledges that **GLENDALE** is not responsible for the security practices of **FLAGSTAFF**, and consequently **FLAGSTAFF** releases and holds harmless **GLENDALE** for any liability and/or damages that emerge from a data breach that occurs as a result of **FLAGSTAFF's** security practices or was otherwise caused by or was the fault of **FLAGSTAFF**. If any **FLAGSTAFF** user experiences a data breach relating to **TAX APP** data, **FLAGSTAFF** shall promptly notify **GLENDALE**. **GLENDALE** may require that use of **TAX APP** cease until data breach security measures can be implemented to the satisfaction of **GLENDALE**.

7. **FLAGSTAFF** and **GLENDALE** both have an intergovernmental agreement with the State of Arizona whereby each obtains taxpayer information from the State subject to the

conditions set forth in the intergovernmental agreement, including those pertaining to confidentiality as defined in ARS §42-2001, and that confidential information may not be disclosed except as provided by statute, ARS §42-200l(B). To the extent that information being utilized by **FLAGSTAFF** and hosted by **GLENDALE** may have been obtained initially from the State, each agrees to abide by the terms and conditions set forth in their respective intergovernmental agreements with the State of Arizona.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

CITY OF FLAGSTAFF
Management Services Department
Attn: Management Services Director
211 W Aspen Ave
Flagstaff, AZ 86001

CITY OF GLENDALE
Budget and Finance Department, Tax & License Division
Attn: Tax and License Manager
5850 W. Glendale Avenue, Suite 104
Glendale, AZ 85301

9. This Agreement contains the entire understanding between the parties, and no statements, promises or inducements made by either party, their agents or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each party hereto.

10. The failure to exercise any right, power or privilege under this Agreement shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

11. In the event that any provision, or any portion of any provision, of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision which can be given effect without the invalid provision and to this end the provisions of this Agreement shall be deemed to be severable.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE
a municipal corporation

KEVIN PHELPS, City Manager

APPROVED AS TO FORM AND WITHIN
THE POWER AND AUTHORITY
GRANTED UNDER THE LAWS OF
THE STATE OF ARIZONA TO
THE CITY OF GLENDALE

CITY OF FLAGSTAFF
a municipal corporation

Greg Clifton, City Manager

APPROVED AS TO FORM AND WITHIN
THE POWER AND AUTHORITY
GRANTED UNDER THE LAWS OF
THE STATE OF ARIZONA TO
THE CITY OF FLAGSTAFF

EXHIBIT A
Compensation Schedule

1. **FLAGSTAFF** will be billed $2,500 on September 1, 2022. The invoice is due thirty (30) days from the invoice date. After the first (1) year, the annual subscription fee will be $5,000 per year billed on September 1st.

EXHIBIT B
Intergovernmental Agreement with State of Arizona

RESOLUTION NO. 2019-21

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR LOCAL TAX ADMINISTRATION; PROVIDING FOR EXPIRATION OF THE EXISTING AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff has adopted local transaction privilege taxes, use taxes, and/or other excise taxes pursuant to the Model City Tax Code, as set forth in the Flagstaff City Code, Division 3-05 Privilege and Excise Taxes;

WHEREAS, the State of Arizona (Arizona Department of Revenue) and City of Flagstaff desire to enter into an intergovernmental agreement for local tax administration;

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 the State of Arizona and the City of Flagstaff, Arizona, attached hereto ("New IGA"), which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Expiration of Existing Agreement.

The existing Intergovernmental Agreement between the State of Arizona and the City of Flagstaff dated June 16, 2015, Contract #2015-131, as modified by the Modification effective July 1, 2016, shall expire as of the Effective Date of the New IGA.

SECTION 3. 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 June, 2019.

MAYOR

ATTEST:

Stacy Saltsburg
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

S:\Legal\Civil Matters\2016\2016-635 ADOR Modification to IGA re Tax Collection\2019 IGA 5-16-19.docx

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-13: An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property and the determination and offers of relocation benefits to persons displaced to make way for the Fourth Street/Cedar Avenue/Lockett Road roundabout project; providing for delegation of authority, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2022-13 by title only for the final time approving the actual footprint and design as presented by staff with the understanding that staff will continue to seek to incorporate Z crossings at each leg feasible within the footprint as approved today; and also with the understanding that staff will continue to seek the incorporation of complete rapid flashing beacon signalization when deemed financially feasible by the Council.
2. City Clerk reads Ordinance No. 2022-13 by title only (if approved above)
3. Adopt Ordinance No. 2022-13 approving the actual footprint and design as presented by staff with the understanding that staff will continue to seek to incorporate Z crossings at each leg feasible within the footprint as approved today; and also with the understanding that staff will continue to seek the incorporation of complete rapid flashing beacon signalization when deemed financially feasible by the Council.

   Staff recommends adopting both Option 1 and Option 2 set forth in the Ordinance, related to delegation of authority.

Executive Summary:

Construction of the Fourth Street/Cedar Avenue/Lockett Road Roundabout Project ("Project") requires permanent property acquisitions from four parcels, including a full acquisition of the primary residence at 2207 E Lockett Road. Adoption of this ordinance will authorize the acquisition of the real property interests required for the project. The full acquisition will require relocation. As the project is federally funded, the relocation will be performed according to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. This ordinance additionally authorizes staff to provide and pay for determination of relocation benefits to the displaced persons.

Financial Impact:

Right-of-way acquisition and relocation benefits are currently estimated at $623,211 for the project. The total project cost is estimated at $4,176,405. The total City financial commitment is currently estimated at $2,248,038. $1,385,969 in HSIP Federal Funds will be available for the construction costs. The City is responsible for any project costs in excess of the current HSIP grant award of $1,928,366. The City of Flagstaff construction cost share estimate is currently $1,614,225.00. This amount is an estimate. The project has requested $1,750,000 in new City Transportation Tax FY 23 money to fund this shortfall. When costs are finalized, additional funding shall be identified as needed. City monies for construction shall be paid to ADOT prior to project advertisement currently anticipated in Fall 2022.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community - Foster a safe, secure, and healthy community. Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community - Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure - Deliver outstanding services to residents through a healthy, well maintained infrastructure system. Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs. Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.

Environmental Stewardship - Implement sustainable building practices and alternative energy and transportation options. Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan

Goal T.2. - Improve transportation safety and efficiency for all modes. T.2.1 - Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Has There Been Previous Council Decision on This:

Council approved an IGA between the City of Flagstaff and ADOT for this project on May 19th, 2020. On April 5th, Council approved the Amendment No. One to the IGA between the City and ADOT.

Options and Alternatives:

1. Adopt Ordinance, including both Options 1 and 2 related to delegation of authority. These options authorize the City to enter into a contract for purchase and pay just compensation reasonably consistent with the appraisal, and to offer relocation benefits consistent with the relocation benefits consultant's determination, respectively, even if such amounts exceed $50,000.

2. Adopt Ordinance, without Option 1 and/or 2 related to delegation of authority.

3. Do not adopt Ordinance, in which case CIty will not acquire property rights necessary for the project.

Attachments: Ord. 2022-13
Ordinance Exhibits
Presentation
Follow Up Presentation

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND THE DETERMINATION AND OFFERS OF RELOCATION BENEFITS TO PERSONS DISPLACED TO MAKE WAY FOR THE FOURTH STREET/CEDAR AVENUE/LOCKETT ROAD ROUNDABOUT PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter the City shall acquire real property by ordinance; and

WHEREAS, pursuant to Article I, Section of the Flagstaff City Charter the City may acquire real property, easements, and other real property interests by purchase, gift, devise, exchange, or condemnation; and

WHEREAS, the City entered into an Intergovernmental Agreement with the Arizona Department of Transportation dated May 19, 2020, amended April 5, 2022, to administer the design and construction and advertise, bid and award the construction of the Fourth Street/Cedar Avenue/Lockett Road Roundabout Project ("Project"); and

WHEREAS, the City desires to acquire certain real property necessary for the Fourth Street/Cedar Avenue/Lockett Road Roundabout Project; and

WHEREAS, the project is federally funded, requiring all relocations be performed according to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (implementing regulations 49 C.F.R. 24.201-24.503) and A.R.S. Section 11-961 et seq.

ENACTMENTS:

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

SECTION 1. In General.

The City of Flagstaff shall acquire real property rights for the Fourth Street/Cedar Avenue/Lockett Road Roundabout Project as described in the chart attached hereto as Exhibit 1 ("Properties"). A map showing an overview of the Project is attached hereto as Exhibit 2. Legal descriptions for the property rights to be acquired, including maps, is attached hereto as Exhibit 3.

The City of Flagstaff shall make determinations of relocation benefits to persons displaced as a direct result of the Project consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and applicable state laws.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Engineer, City Clerk, Finance Director, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the property rights, and pay or provide the determination of relocation benefits to displaced persons and to carry out the purpose and intent of this ordinance, and to acquire such real property through purchase, exchange, gift, donation, dedication, or condemnation for a public use.

> [OPTION 1: City Council hereby gives its prior approval, and City Manager is hereby delegated authority to approve any purchase contract for a Property in an amount of $50,000 or more, so long as the purchase price is reasonably consistent with the City's appraisal of just compensation to be paid.]
>
> [OPTION 2: City Council hereby gives its prior approval, and City Manager is hereby delegated authority to approve relocation benefits for an amount of $50,000 or more, so long as the relocation benefits are consistent with the City relocation benefits consultant's determination of benefits.]

SECTION 2. Severability.

That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the City 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 3. 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 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 7th day of June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit 1 Chart of Properties
Exhibit 2 Project Overview Map
Exhibit 3 Legal Descriptions

EXHIBIT 1

CHART OF PROPERTIES TO BE ACQUIRED

FLAGSTAFF PARCEL NO.	APN	LEGAL DESCRIPTION	OWNER PARCEL ADDRESS/ OWNER ADDRESS	Square Footage	PROPERTY INTEREST BEING ACQUIRED
Necessary Takes					
LR-01	108-02-146A	See attached legal description	**Walter A Halaberda** 2207 E Lockett Road Flagstaff, AZ 86004	Full Acquisition	Right of Way / Fee
LR-02	109-07-006	See attached legal description	**Flagstaff Unified School District #1** 3285 E Sparrow Ave Flagstaff, AZ 86004	Partial <1000 Sqft	Right of Way & Temporary Construction Easement
LR-03	109-08-001B	See attached legal description	**Pine Forest Education Association Inc.** 2257 E Cedar Ave Flagstaff, AZ 86004	Partial <1000 Sqft	Right of Way & Temporary Construction Easement
LR-04	108-12-001A	See attached legal description	**Donald J Gray and Cathy Gray Revocable Living Trust, Cahterine R. Gray Rev. Living Trust, Donald J. Gray Trust, Sandra Lea Wise, Sheila Mae Frush and Shirley Jean Wise.** 150 Windward Lane Lake Havasu City, AZ 86403	Partial <1000 Sqft	Right of Way & Temporary Construction Easement
LR-05	108-02-147	See attached legal description	**Delores C and Julian J Gonzales** 2213 E Lockett Road Flagstaff, AZ 86004	<1000 Sqft	Temporary Construction Easement
LR-06	108-02-013	See attached legal description	**Sam and Samira Jafari** 3200 N Fourth Street Flagstaff, AZ 86004	<1000 Sqft	Temporary Construction Easement

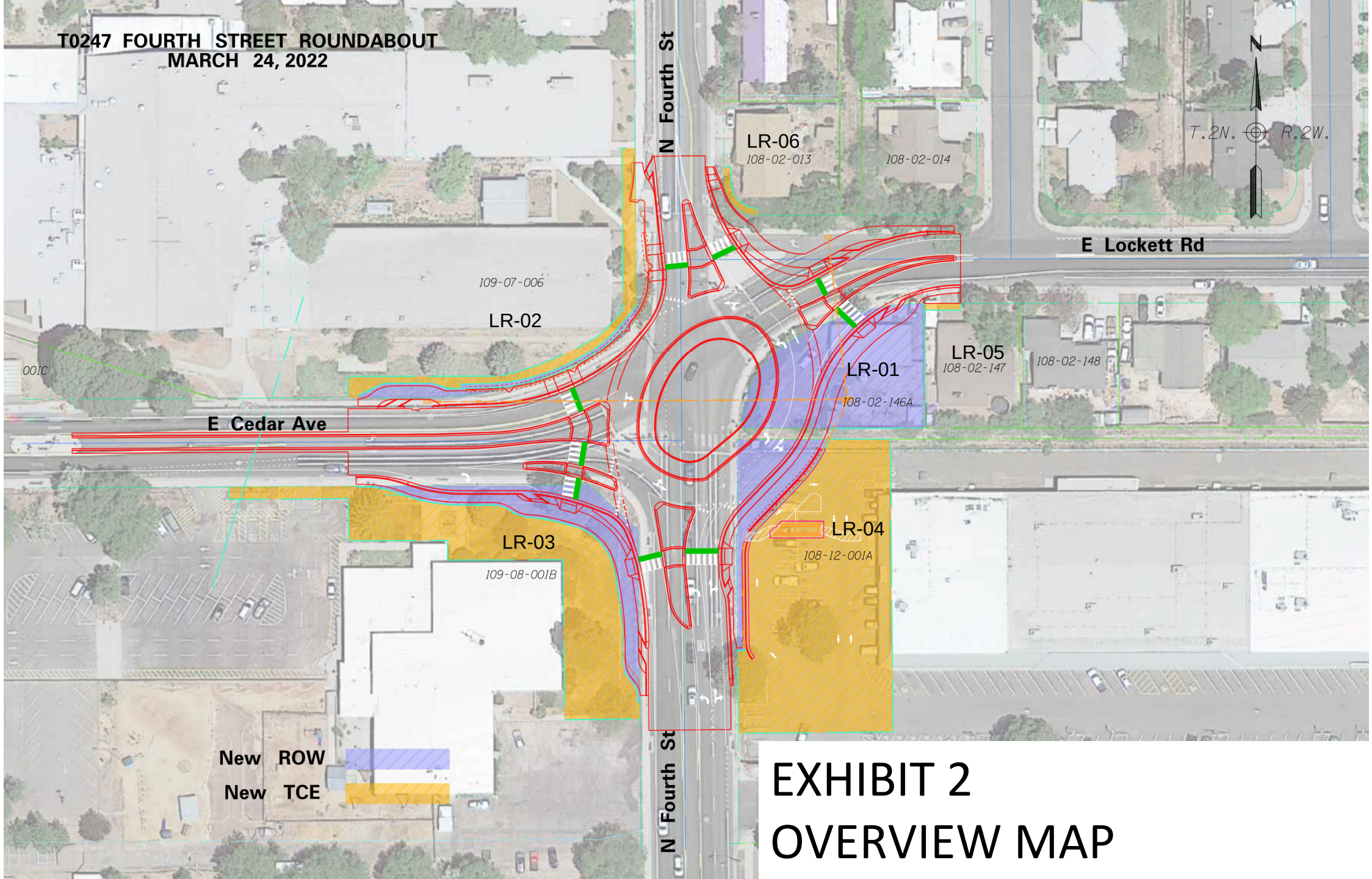


EXHIBIT 2
OVERVIEW MAP

EXHIBIT 3
LEGAL DESCRIPTIONS

LR-01 Full Acquisition

Exhibit A

PARCEL NO. 1:

LOT 156, GREENLAW ESTATES NO. 7, as shown on the plat thereof, recorded in Case 1, Map 114, records of Coconino County, Arizona.

EXCEPT the following described property:

BEGINNING at the Northeasterly corner of said Lot 156;

Thence along the arc of a 189.666 foot radius curve concave to the Southeast and tangent to the Northerly line of the said Lot 156, a distance of 75.06 feet to the Westerly line of said Lot 156;

Thence Northerly, along the Westerly line of said Lot 156, to the Northwesterly corner of said Lot 156, a distance of 14.66 feet;

Thence Easterly, along the Northerly line of said Lot 156 to the POINT OF BEGINNING.

PARCEL NO. 2:

That portion of LOT 155, GREENLAW ESTATES NO. 7, as shown on the plat thereof, recorded in Case 1, Map 114, records of Coconino County, Arizona, described as follows:

BEGINNING for reference at the Northeasterly corner of said Lot 155;

Thence South 00° 30’ 14” East, along the Easterly line of said Lot 155, a distance of 14.70 feet to the TRUE POINT OF BEGINNING;

Thence Southwesterly, a distance of 23.75 feet along the arc of a non-tangent curve, concave Southeasterly, with a radial bearing of South 23° 10’ 38” East, a radius of 189.66 feet and a central angle of 07° 10’ 31”;

Thence South 59° 38’ 51” West, a distance of 2.48 feet to the beginning of a curve;

Thence Southwesterly, a distance of 80.61 feet along this curve, concave Southeasterly, with a radius of 76.99 feet, and a central angle of 59° 59’ 20”, TO THE Southerly line of said Lot 155;

Thence North 89° 39’ 31” East, along the Southerly line of said Lot 155 to the Southeasterly corner of said Lot 155, a distance of 62.11 feet;

Thence North 00° 30’ 14” West, along the Easterly line of said Lot 155, a distance of 78.47 feet, returning to the TRUE POINT OF BEGINNING.

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

EXHIBIT A-1

Assessor's Parcel 109-07-006

New Right of Way

That part of Lot 10 of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 11;

THENCE along the East line of the Northeast quarter of said Section 11, North 00°25'48" West, a distance of 101.94 feet;

THENCE leaving said East line South 89°34'12" West, a distance of 33.00 feet to the West Right of Way line of 4th Street and the **POINT OF BEGINNING**;

THENCE along said West Right of Way line South 00°25'48" East, a distance of 6.66 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears North 74˚00'37" West;

THENCE along the North Right of Way line of Cedar Avenue the following courses:

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 36.93 feet and a central angle of 43˚44'24" for an arc length of 28.19 feet to a point of tangency;

THENCE South 59°43'49" West, a distance of 16.25 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 242.00 feet and a central angle of 30˚00'00" for an arc length of 126.71 feet to a point of tangency;

THENCE South 89°43'49" West, a distance of 55.34 feet;

THENCE leaving said North Right of Way line North 00°13'24" West, a distance of 1.44 feet;

THENCE North 64°38'18" East, a distance of 21.32 feet;

THENCE North 89°48'32" East, a distance of 35.52 feet;

THENCE South 72°30'52" East, a distance of 13.87 feet;

THENCE North 89°31'17" East, a distance of 8.48 feet;

THENCE North 00°28'43" West, a distance of 3.27 feet;

THENCE North 88°36'24" East, a distance of 19.01 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 147.46 feet and a central angle of 35˚34'43" for an arc length of 91.57 feet to a point of compound curvature of a tangent curve concave Northwesterly;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 82.46 feet and a central angle of 13˚07'30" for an arc length of 18.89 feet to a point of tangency;

AZTEC Engineering Group, Inc.
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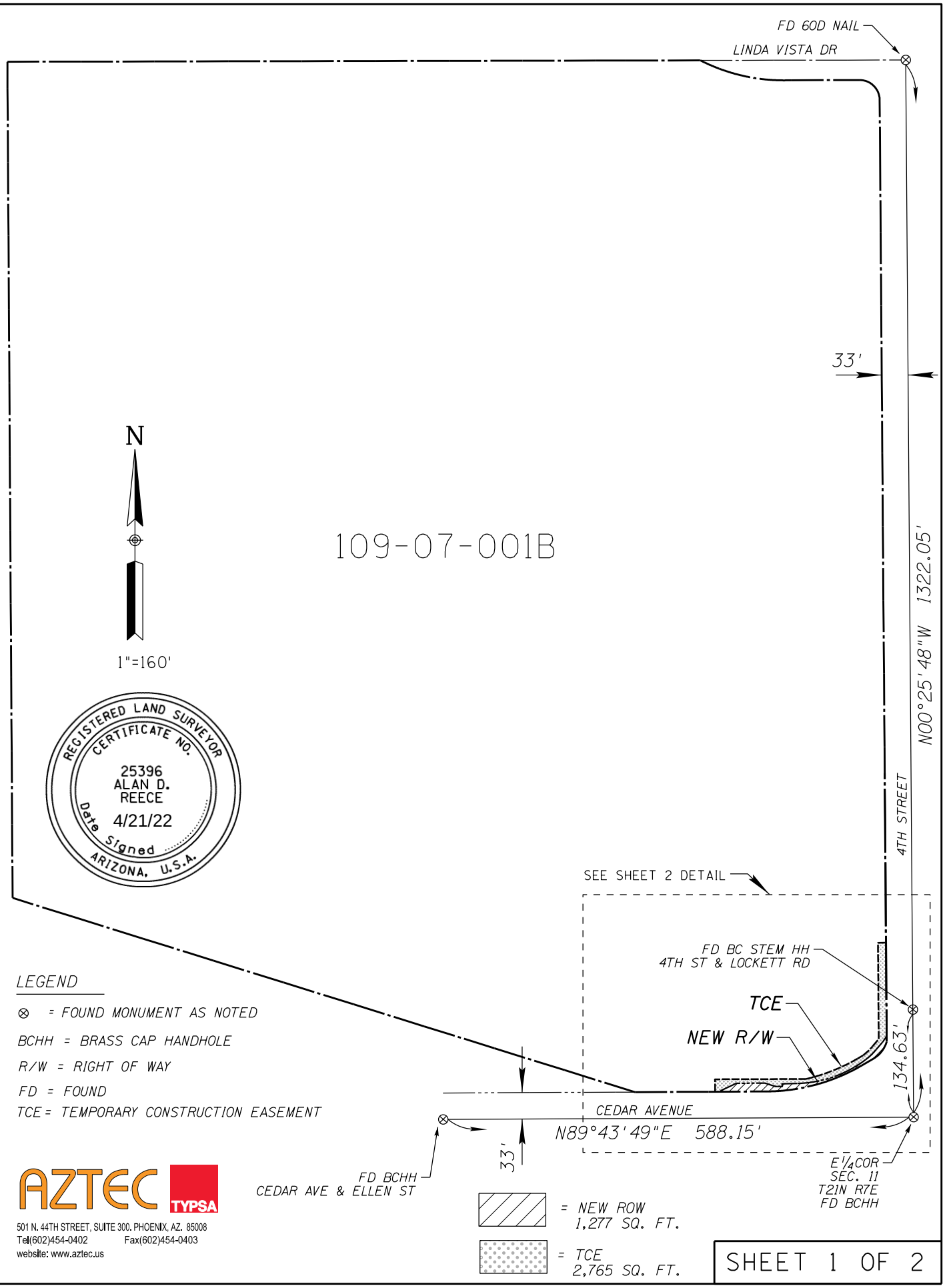
THENCE North 39°54'10" East, a distance of 11.98 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 42.46 feet and central angle of 12˚32’40” for an arc length of 9.30 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 1,277 square feet (0.03 acres) more or less.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

LEGEND

⊗ = FOUND MONUMENT AS NOTED

BCHH = BRASS CAP HANDHOLE

R/W = RIGHT OF WAY

FD = FOUND

TCE = TEMPORARY CONSTRUCTION EASEMENT

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

SHEET 1 OF 2

CURVE TABLE

No.	DELTA	RADIUS	LENGTH	No.	DELTA	RADIUS	LENGTH
C1	43°44'24"	36.93'	28.19'	C5	12°32'40"	42.46'	9.30'
C2	30°00'00"	242.00'	126.71'	C6	17°09'02"	232.00'	69.45'
C3	35°34'43"	147.46'	91.57'	C7	12°30'17"	76.29'	16.65'
C4	13°07'30"	82.46'	18.89'				

LINE TABLE

L1	S89°34'12"W 33.00'	L11	N88°36'24"E 19.01'
L2	S00°25'49"E 6.66'	L12	N39°54'10"E 11.98'
L3	S59°43'49"W 16.25'	L13	S89°43'49"W 7.48'
L4	S89°43'49"W 53.34'	L14	N00°16'10"W 15.51'
L5	N00°13'24"W 1.44'	L15	N89°48'32"E 113.54'
L6	N64°38'18"E 21.32'	L16	N59°50'00"E 8.27'
L7	N89°48'32"E 35.52'	L17	N39°54'10"E 11.82'
L8	S72°30'52"E 13.87'	L18	N00°25'45"W 120.28'
L9	N89°31'17"E 8.48'	L19	N89°34'15"E 10.00'
L10	N00°28'43"W 3.27'	L20	S00°25'48"E 116.46'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

109-07-001B

FD 60D NAIL
4TH ST & LINDA VISTA DR

4TH STREET

FD BC STEM HH
4TH ST & LOCKETT RD

33'

33'

P.O.B.

L19

L18

L20

L1

L2

C5

L17

C7

L16

C4

L12

C1

L3

C6

C3

C2

L15

L7

L11

L14

L6

L4

L5

L13

L8

L10

L9

TCE

NEW R/W

DETAIL

DETAIL

134.63'
1322.05'

101.94'

N00°31'51"W

N

FD BCHH
CEDAR AVE & ELLEN ST

33'

CEDAR AVENUE

N89°43'49"E 588.15'

E 1/4 COR
SEC. 11
T21N R7E
FD BCHH

N.T.S.

AZTEC TYPSA

501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

= NEW ROW
1,277 SQ. FT.

= TCE
2,765 SQ. FT.

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
TCE = TEMPORARY CONSTRUCTION EASEMENT
R/W = RIGHT OF WAY
FD = FOUND
P.O.B = POINT OF BEGINNING

SHEET 2 OF 2

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EXHIBIT A-2

Assessor's Parcel 109-07-006

Temporary Construction Easement

That part of Lot 10 of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 11;

THENCE along the East line of the Northeast quarter of said Section 11, North 00°25'48" West, a distance of 101.94 feet;

THENCE leaving said East line South 89°34'12" West, a distance of 33.00 feet to a point on the West Right of Way line of 4th Street, said point being the beginning of a non-tangent curve concave Northwesterly whose radius bears North 62˚38'30" West, and the **POINT OF BEGINNING**;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 42.46 feet and central angle of 12˚32'40" for an arc length of 9.30 feet to a point of tangency;

THENCE South 39°54'10" West, a distance of 11.98 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 82.46 feet and a central angle of 13˚07'30" for an arc length of 18.89 feet to a point of compound curvature of a tangent curve concave Northwesterly;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 147.46 feet and a central angle of 35˚34'43" for an arc length of 91.57 feet to a point of tangency;

THENCE South 88°36'24" West, a distance of 19.01 feet

THENCE South 00°28'43" East, a distance of 3.27 feet

THENCE South 89°31'17" West, a distance of 8.48 feet;

THENCE North 72°30'52" West, a distance of 13.87 feet;

THENCE South 89°48'32" West, a distance of 35.52 feet;

THENCE South 64°38'18" West, a distance of 21.32 feet;

THENCE South 0°13'24" East, a distance of 1.44 feet to the North Right of Way line of Cedar Avenue;

THENCE along said North Right of Way line South 89°43'49" West, a distance of 7.48 feet;

THENCE leaving said North Right of Way line North 00°16'10" West, a distance of 15.51 feet;

THENCE North 89°48'32" East, a distance of 113.54 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears North 12˚54'40" West;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 232.00 feet and a central angle of 17˚09'02" for an arc length of 69.45 feet to a point of non-tangency;

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Thence North 59°50'00" East, a distance of 8.27 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears North 37˚35’33 West;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 76.29 feet and a central angle of 12˚30’17” for an arc length of 16.65 feet to a point of tangency;

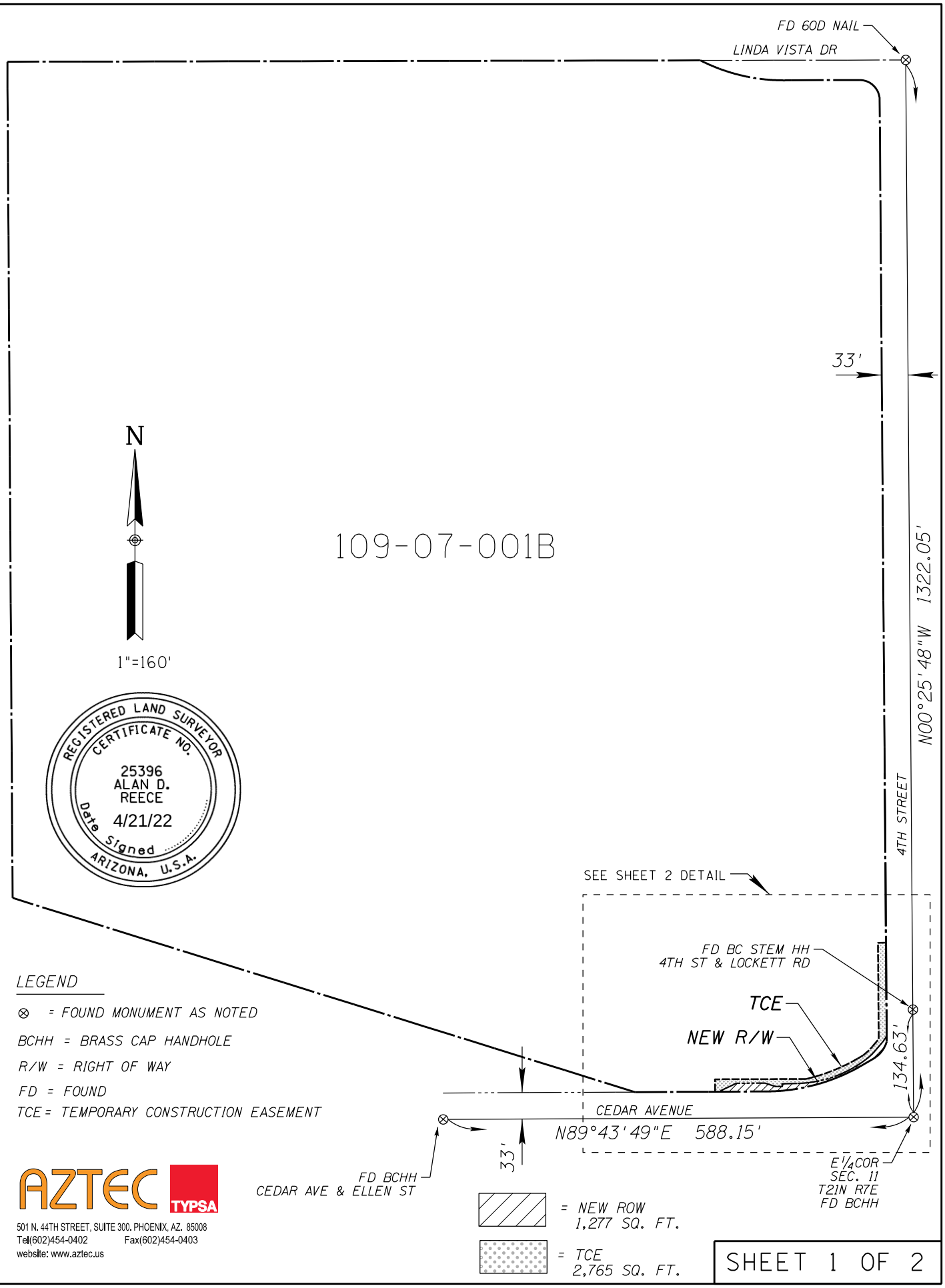
THENCE North 39°54'10" East, a distance of 11.82 feet;

THENCE North 00°25'45" West, a distance of 120.28 feet;

THENCE North 89°34'15" East, a distance of 10.00 feet to the West Right of Way line of 4th Street;

THENCE along said West Right of Way line South 00°25'48" East, a distance of 116.46 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 2,765 square feet (0.06 acres) more or less.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

LEGEND

⊗ = FOUND MONUMENT AS NOTED

BCHH = BRASS CAP HANDHOLE

R/W = RIGHT OF WAY

FD = FOUND

TCE = TEMPORARY CONSTRUCTION EASEMENT

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501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

SHEET 1 OF 2

CURVE TABLE

No.	DELTA	RADIUS	LENGTH	No.	DELTA	RADIUS	LENGTH
C1	43°44'24"	36.93'	28.19'	C5	12°32'40"	42.46'	9.30'
C2	30°00'00"	242.00'	126.71'	C6	17°09'02"	232.00'	69.45'
C3	35°34'43"	147.46'	91.57'	C7	12°30'17"	76.29'	16.65'
C4	13°07'30"	82.46'	18.89'				

LINE TABLE

L1	S89°34'12"W 33.00'	L11	N88°36'24"E 19.01'
L2	S00°25'49"E 6.66'	L12	N39°54'10"E 11.98'
L3	S59°43'49"W 16.25'	L13	S89°43'49"W 7.48'
L4	S89°43'49"W 53.34'	L14	N00°16'10"W 15.51'
L5	N00°13'24"W 1.44'	L15	N89°48'32"E 113.54'
L6	N64°38'18"E 21.32'	L16	N59°50'00"E 8.27'
L7	N89°48'32"E 35.52'	L17	N39°54'10"E 11.82'
L8	S72°30'52"E 13.87'	L18	N00°25'45"W 120.28'
L9	N89°31'17"E 8.48'	L19	N89°34'15"E 10.00'
L10	N00°28'43"W 3.27'	L20	S00°25'48"E 116.46'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

109-07-001B

FD 60D NAIL
4TH ST & LINDA VISTA DR

4TH STREET

FD BC STEM HH
4TH ST & LOCKETT RD

33'

33'

P.O.B.

L19

L18

L20

L1

L2

C5

L17

C7

L16

C4

L12

C1

L3

C6

C3

C2

L15

L7

L11

L14

L6

L4

L5

L13

L8

L10

L9

TCE

NEW R/W

DETAIL

DETAIL

134.63'
1322.05'

101.94'

N00°31'51"W

N

FD BCHH
CEDAR AVE & ELLEN ST

33'

CEDAR AVENUE

N89°43'49"E 588.15'

E 1/4 COR
SEC. 11
T21N R7E
FD BCHH

N.T.S.

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= NEW ROW
1,277 SQ. FT.

= TCE
2,765 SQ. FT.

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
TCE = TEMPORARY CONSTRUCTION EASEMENT
R/W = RIGHT OF WAY
FD = FOUND
P.O.B = POINT OF BEGINNING

SHEET 2 OF 2

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EXHIBIT A-1

Assessor's Parcel 109-08-001B

New Right of Way

That part of the Southeast quarter of Section 11, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 11;

THENCE along the East line of the Southeast Quarter of said Section 11 South 00°31'51" East, a distance of 194.71 feet;

THENCE leaving said East line South 89°28'09" West, a distance of 33.00 feet to the West Right of Way line of 4th Street and **THE POINT OF BEGINNING**;

THENCE South 89°36'02" West, a distance of 1.66 feet;

THENCE North 00°23'58" West, a distance of 5.00 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 13.00 feet and a central angle of 43˚30'42" for an arc length of 9.87 feet to a point of reverse curvature of a tangent curve concave Northeasterly;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 27.00 feet and a central angle of 43˚30'42" for an arc length of 20.50 feet to a point of tangency;

THENCE North 00°23'58" West, a distance of 12.40 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 232.29 feet and a central angle of 8˚27'37" for an arc length of to 34.30 feet to a point of tangency;

THENCE North 08°51'35" West, a distance of 9.39 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 120.29 feet and a central angle of 6˚10'32" for an arc length of 12.97 feet to a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 43.00 feet and a central angle of 56˚43'47" for an arc length of 42.58 feet to a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 180.29 feet and central angle of 5˚58'08" for an arc length of 18.78 feet a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 100.29 feet and a central angle of 9˚11'49" for an arc length of 16.10 feet a point of reverse curvature of a tangent curve concave Northeasterly;

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THENCE Northwesterly along the arc of said curve, to the right, having a radius of 27.00 feet and a central angle of 32˚12’36” for an arc length of 15.18 feet to a point of reverse curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 23.00 feet and central angle of 35˚16’45” for an arc length of 14.16 feet to a point of tangency;

THENCE South 90°00'00" West, a distance of 22.69 feet to the beginning of a tangent curve concave Northeasterly;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 130.71 feet and a central angle of 20˚59˚47” for an arc length of 47.90 feet to a point of reverse curvature of a tangent curve concave Southwesterly;

THENCE Northwesterly along the arc of said curve, to the left, having a radius of 73.00 feet and a central angle of 21˚24’16” for an arc length of 27.27 feet to a point of tangency;

THENCE South 89°35'31" West, a distance of 5.37 feet;

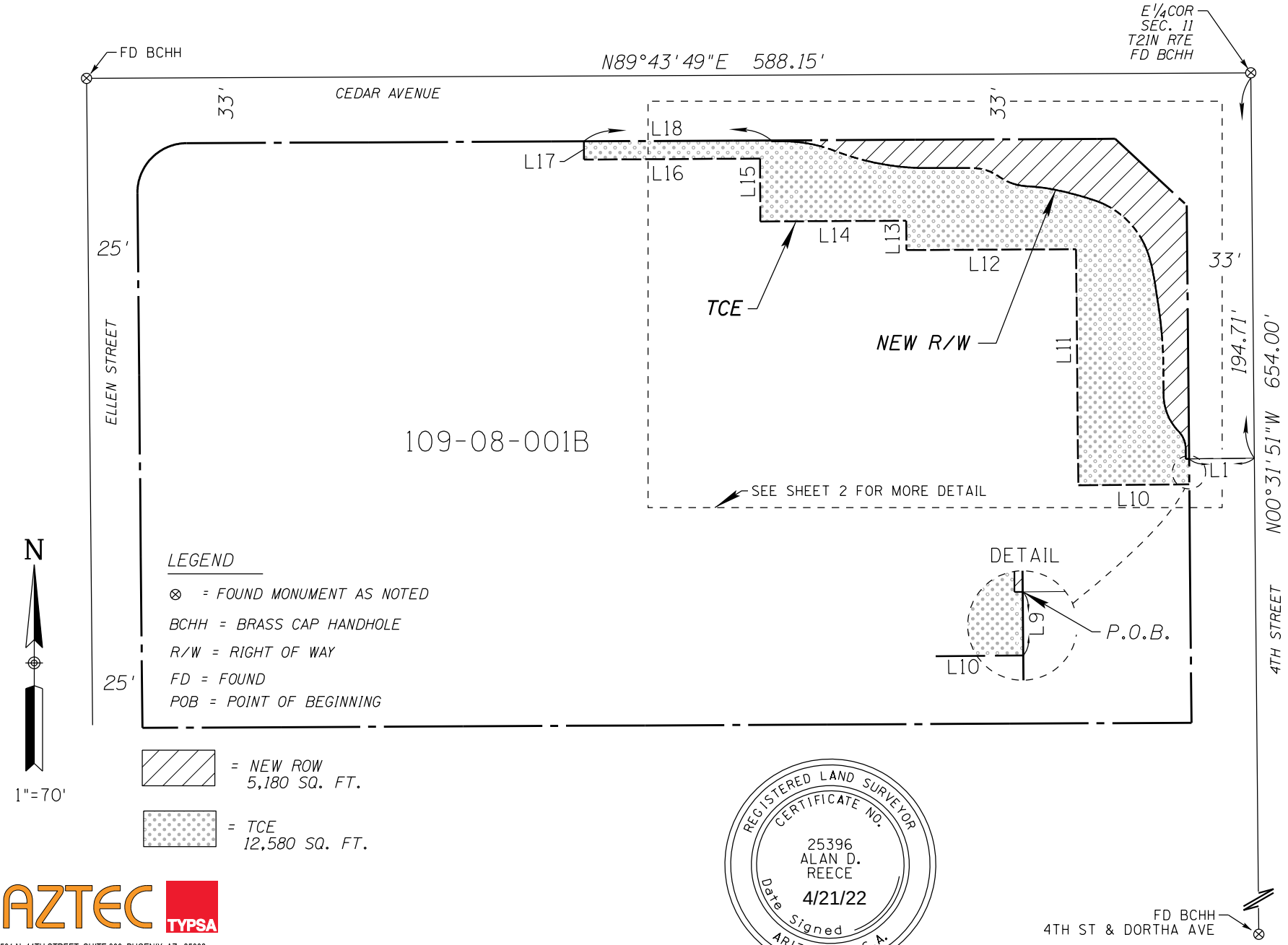
THENCE North 00˚24’29” West, a distance of 0.50 feet to the South Right of way line of Cedar Avenue;

THENCE along said South Right of Way line North 89°43'49" East, a distance of 173.64 feet;

THENCE South 47°06'12" East, a distance of 49.38 feet to the West Right of Way line of 4th Street;

THENCE along said West Right of Way line South 00°31'51" East, a distance of 128.08 feet and the **POINT OF BEGINNING**.

The above-described parcel contains 5,180 square feet (0.12 acres) more or less.



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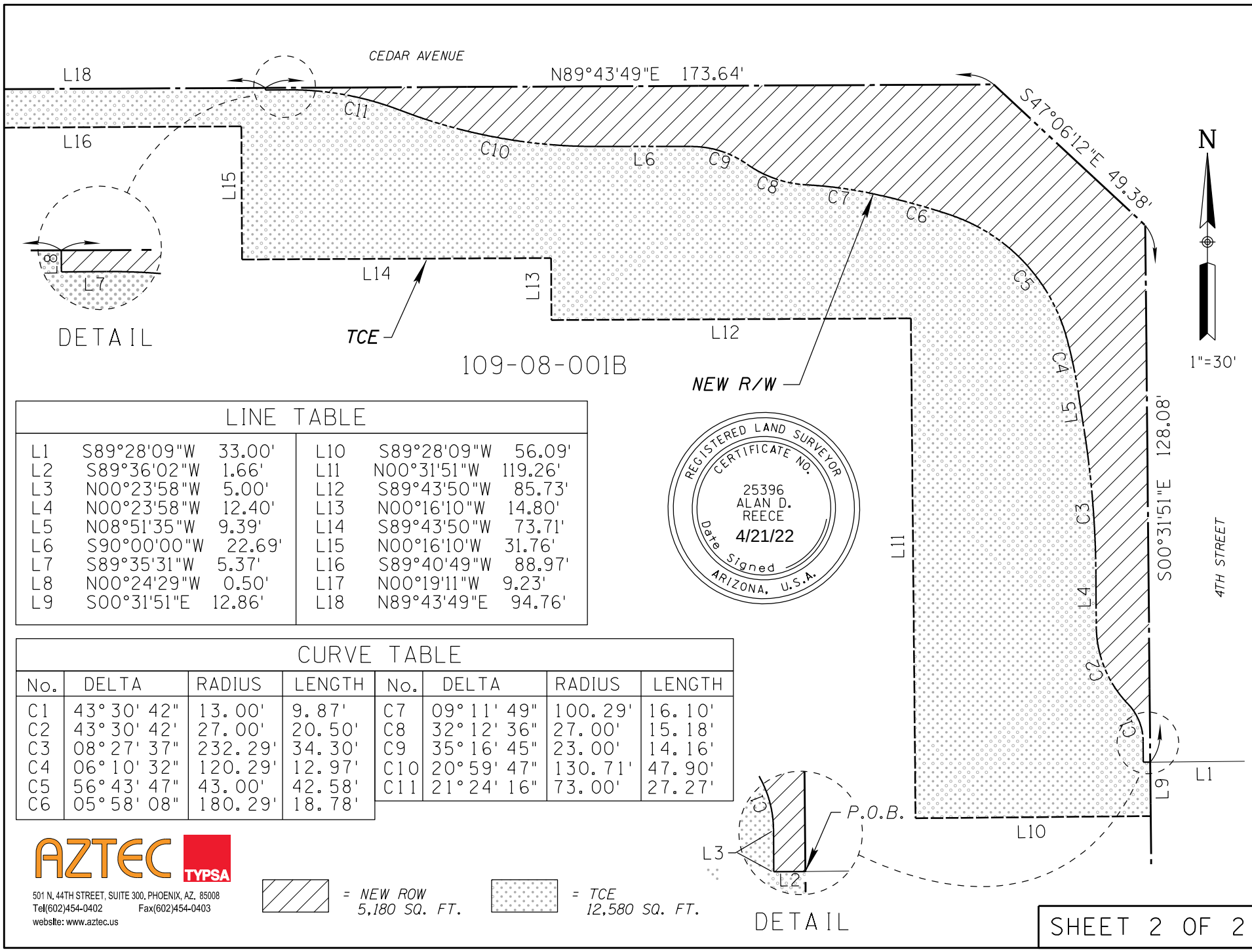

LINE TABLE

L1	S89°28'09"W 33.00'	L10	S89°28'09"W 56.09'
L2	S89°36'02"W 1.66'	L11	N00°31'51"W 119.26'
L3	N00°23'58"W 5.00'	L12	S89°43'50"W 85.73'
L4	N00°23'58"W 12.40'	L13	N00°16'10"W 14.80'
L5	N08°51'35"W 9.39'	L14	S89°43'50"W 73.71'
L6	S90°00'00"W 22.69'	L15	N00°16'10'W 31.76'
L7	S89°35'31"W 5.37'	L16	S89°40'49"W 88.97'
L8	N00°24'29"W 0.50'	L17	N00°19'11"W 9.23'
L9	S00°31'51"E 12.86'	L18	N89°43'49"E 94.76'

CURVE TABLE

No.	DELTA	RADIUS	LENGTH	No.	DELTA	RADIUS	LENGTH
C1	43° 30' 42"	13.00'	9.87'	C7	09° 11' 49"	100.29'	16.10'
C2	43° 30' 42'	27.00'	20.50'	C8	32° 12' 36"	27.00'	15.18'
C3	08° 27' 37"	232.29'	34.30'	C9	35° 16' 45"	23.00'	14.16'
C4	06° 10' 32"	120.29'	12.97'	C10	20° 59' 47"	130.71'	47.90'
C5	56° 43' 47"	43.00'	42.58'	C11	21° 24' 16"	73.00'	27.27'
C6	05° 58' 08"	180.29'	18.78'				

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

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501 N. 44TH STREET, SUITE 300, PHOENIX, AZ. 85008
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= NEW ROW 5,180 SQ. FT.

= TCE 12,580 SQ. FT.

SHEET 2 OF 2

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EXHIBIT A-2

Assessor's Parcel 109-08-001B

Temporary Construction Easement

That part of the Southeast quarter of Section 11, Township 21 North., Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 11;

THENCE along the East line of the Southeast Quarter of said Section 11 South 00°31'51" East, a distance of 194.71 feet;

THENCE leaving said East line South 89°28'09" West, a distance of 33.00 feet to the West Right of Way line of 4th Street and **THE POINT OF BEGINNING**;

THENCE along said West Right of Way line South 00°31'51" East, a distance of 12.86 feet;

THENCE leaving said West line South 89°28'09" West, a distance of 56.09 feet;

THENCE North 00°31'51" West, a distance of 119.26 feet;

THENCE South 89°43'50" West, a distance of 85.73 feet;

THENCE North 00°16'10" West, a distance of 14.80 feet;

THENCE South 89°43'50" West, a distance of 73.71 feet;

THENCE North 00°16'10" West, a distance of 31.76 feet;

THENCE South 89°40'49" West, a distance of 88.97 feet;

THENCE North 00°19'11" West, a distance of 9.23 feet to the South Right of Way line of Cedar Avenue;

THENCE along said South Right of Way line North 89°43'49" East, a distance of 94.76 feet;

THENCE leaving said South Right of Way line South 00°24'29" East, a distance of 0.50 feet;

THENCE North 89°35'31" East, a distance of 5.37 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 73.00 feet and a central angle of 21˚24'16" for an arc length of 27.27 feet to a point of reverse curvature of a tangent curve concave Northeasterly;

THENCE Southeasterly along the arc of said curve, to the left, having a radius of 130.71 feet and a central angle of 20˚59˚47" for an arc length of 47.90 feet to a point tangency;

THENCE North 90°00'00" East, a distance of 22.69 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 23.00 feet and central angle of 35˚16'45" for an arc length of 14.16 feet to a point of reverse curvature of a tangent curve concave Northeasterly;

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THENCE Southeasterly along the arc of said curve, to the left, having a radius of 27.00 feet and a central angle of 32˚12’36” for an arc length of 15.18 feet to a point of reverse curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 100.29 feet and a central angle of 9˚11’49” for an arc length of 16.10 feet a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 180.29 feet and central angle of 5˚58’08” for an arc length of 18.78 feet a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 43.00 feet and a central angle of 56˚43’47” for an arc length of 42.58 feet to a point of compound curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 120.29 feet and a central angle of 6˚10’32” for an arc length of 12.97 feet to a point of tangency;

THENCE South 08°51'35" East, a distance of 9.39 feet to the beginning of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 232.29 feet and a central angle of 8˚27’37” for an arc length of to 34.30 feet to a point of tangency;

THENCE South 00°23'58" East, a distance of 12.40 feet to the beginning of a tangent curve concave Northeasterly;

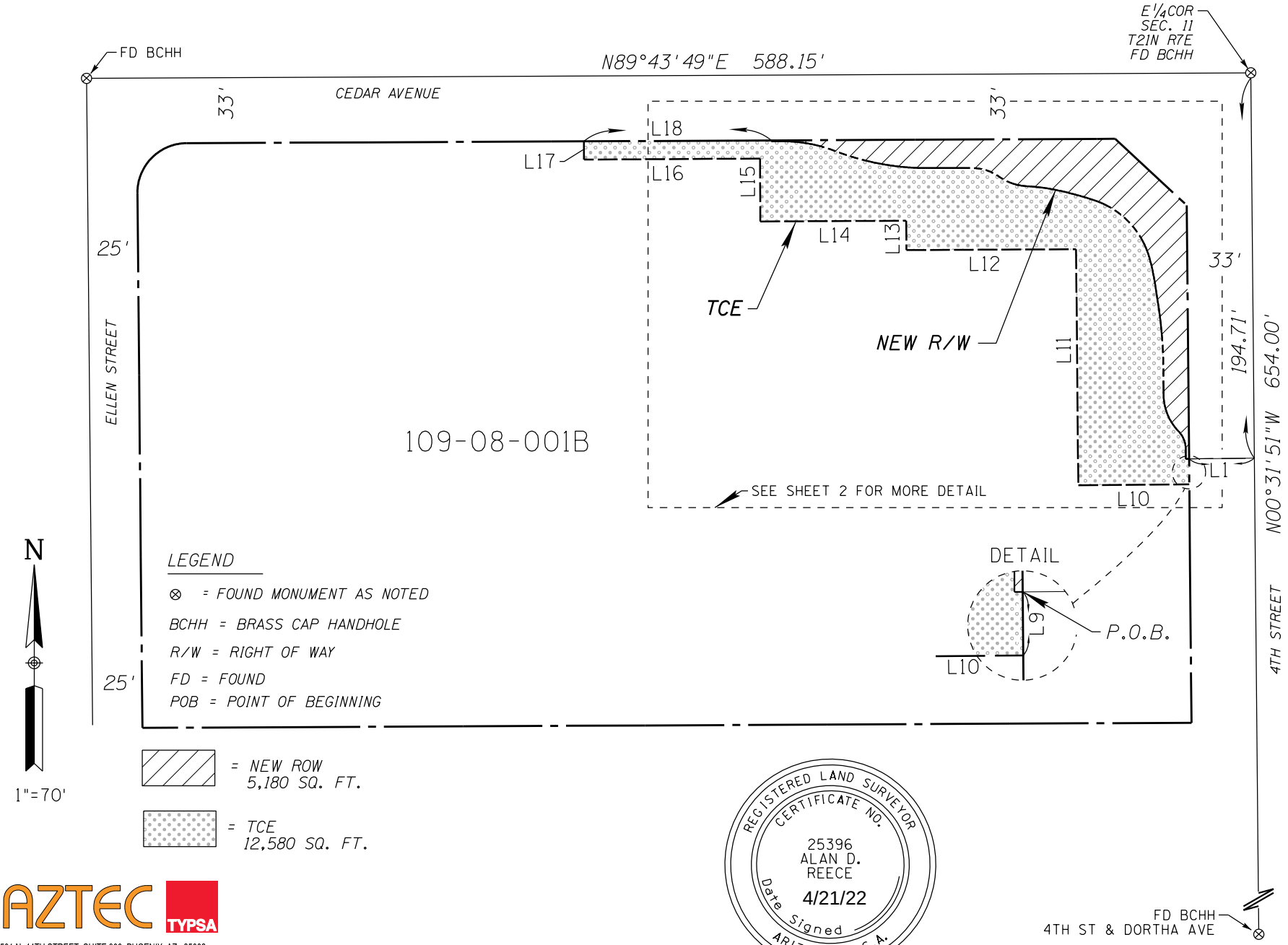
THENCE Southeasterly along the arc of said curve, to the left, having a radius of 27.00 feet and a central angle of 43˚30’42” for an arc length of 20.50 feet to a point of reverse curvature of a tangent curve concave Southwesterly;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 13.00 feet and a central angle of 43˚30’42” for an arc length of 9.87 feet to a point of tangency

THENCE South 00°23'58" East, a distance of 5.00 feet;

THENCE North 89°36'02" East, a distance of 1.66 feet and the **POINT OF BEGINNING**.

The above-described parcel contains 12,580 square feet (0.29 acres) more or less.



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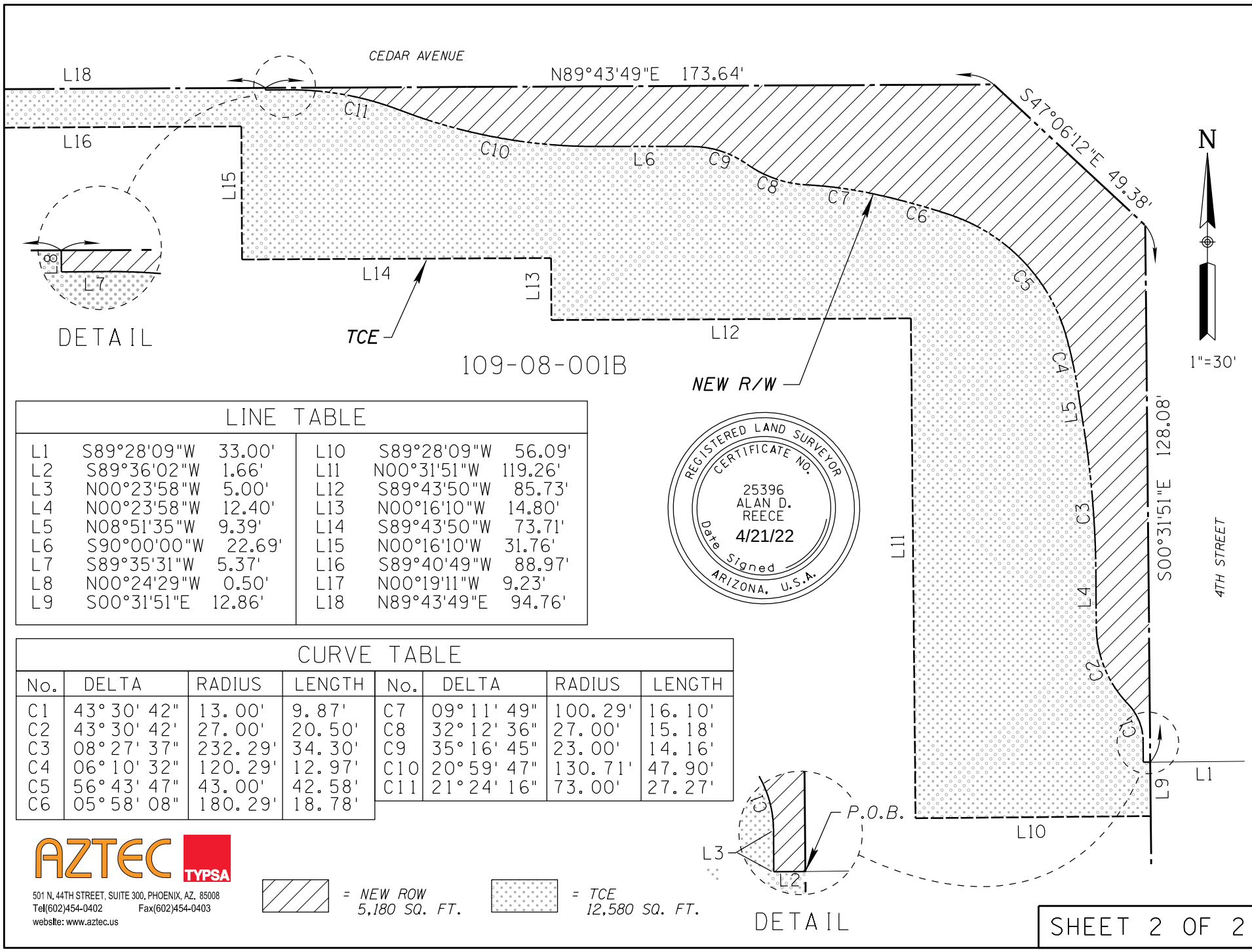

LINE TABLE

L1	S89°28'09"W 33.00'	L10	S89°28'09"W 56.09'
L2	S89°36'02"W 1.66'	L11	N00°31'51"W 119.26'
L3	N00°23'58"W 5.00'	L12	S89°43'50"W 85.73'
L4	N00°23'58"W 12.40'	L13	N00°16'10"W 14.80'
L5	N08°51'35"W 9.39'	L14	S89°43'50"W 73.71'
L6	S90°00'00"W 22.69'	L15	N00°16'10'W 31.76'
L7	S89°35'31"W 5.37'	L16	S89°40'49"W 88.97'
L8	N00°24'29"W 0.50'	L17	N00°19'11"W 9.23'
L9	S00°31'51"E 12.86'	L18	N89°43'49"E 94.76'

CURVE TABLE

No.	DELTA	RADIUS	LENGTH	No.	DELTA	RADIUS	LENGTH
C1	43° 30' 42"	13.00'	9.87'	C7	09° 11' 49"	100.29'	16.10'
C2	43° 30' 42'	27.00'	20.50'	C8	32° 12' 36"	27.00'	15.18'
C3	08° 27' 37"	232.29'	34.30'	C9	35° 16' 45"	23.00'	14.16'
C4	06° 10' 32"	120.29'	12.97'	C10	20° 59' 47"	130.71'	47.90'
C5	56° 43' 47"	43.00'	42.58'	C11	21° 24' 16"	73.00'	27.27'
C6	05° 58' 08"	180.29'	18.78'				

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

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= NEW ROW 5,180 SQ. FT.

= TCE 12,580 SQ. FT.

SHEET 2 OF 2

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EXHIBIT A-1

Assessor's Parcel 108-12-001A

New Right of Way

That part of the Northwest quarter of the Southwest quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 12;

THENCE along the West line of the Southwest quarter of said Section 12 South 00°31'51" East, a distance of 157.03 feet;

THENCE leaving said West line North 89°28'09" East, a distance of 40.00 feet to the East Right of Way line of 4th Street and the **POINT OF BEGINNING**;

THENCE along said East Right of Way line the following courses:

THENCE North 00°31'51" West, a distance of 86.20 feet;

THENCE North 89°28'09" East, a distance of 1.00 foot;

THENCE North 00°31'51" West, a distance of 70.63 feet to the North line of the Southwest quarter of said Section 12;

THENCE leaving said East Right of Way line and along said North line North 89°45'16" East, a distance of 68.87 feet to the beginning of a non-tangent curve concave Northwesterly whose radius bears North 66˚20'45" West;

THENCE Southwesterly along the arc of said curve, to the right, having a radius of 115.71 feet and a central angle of 20˚09'56" for an arc length of 40.72 feet to a point of tangency;

THENCE South 43°49'11" West, a distance of 42.59 feet to the beginning of a tangent curve concave Southeasterly;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 32.29 feet and a central angle of 23˚38'33" for an arc length of 13.32 feet to a point of non-tangency;

THENCE North 90°00'00" West, a distance of 2.12 feet to the beginning of a non-tangent curve concave Southeasterly whose radius bears South 71˚02'46" East;

THENCE Southwesterly along the arc of said curve, to the left, having a radius of 34.29 feet and a central angle of 19˚32'57" for a arc length of 11.70 feet to a point of tangency;

THENCE South 00°35'44" East, a distance of 69.93 feet;

THENCE South 89°24'16" West, a distance of 6.16 feet to the **POINT OF BEGINNING**.

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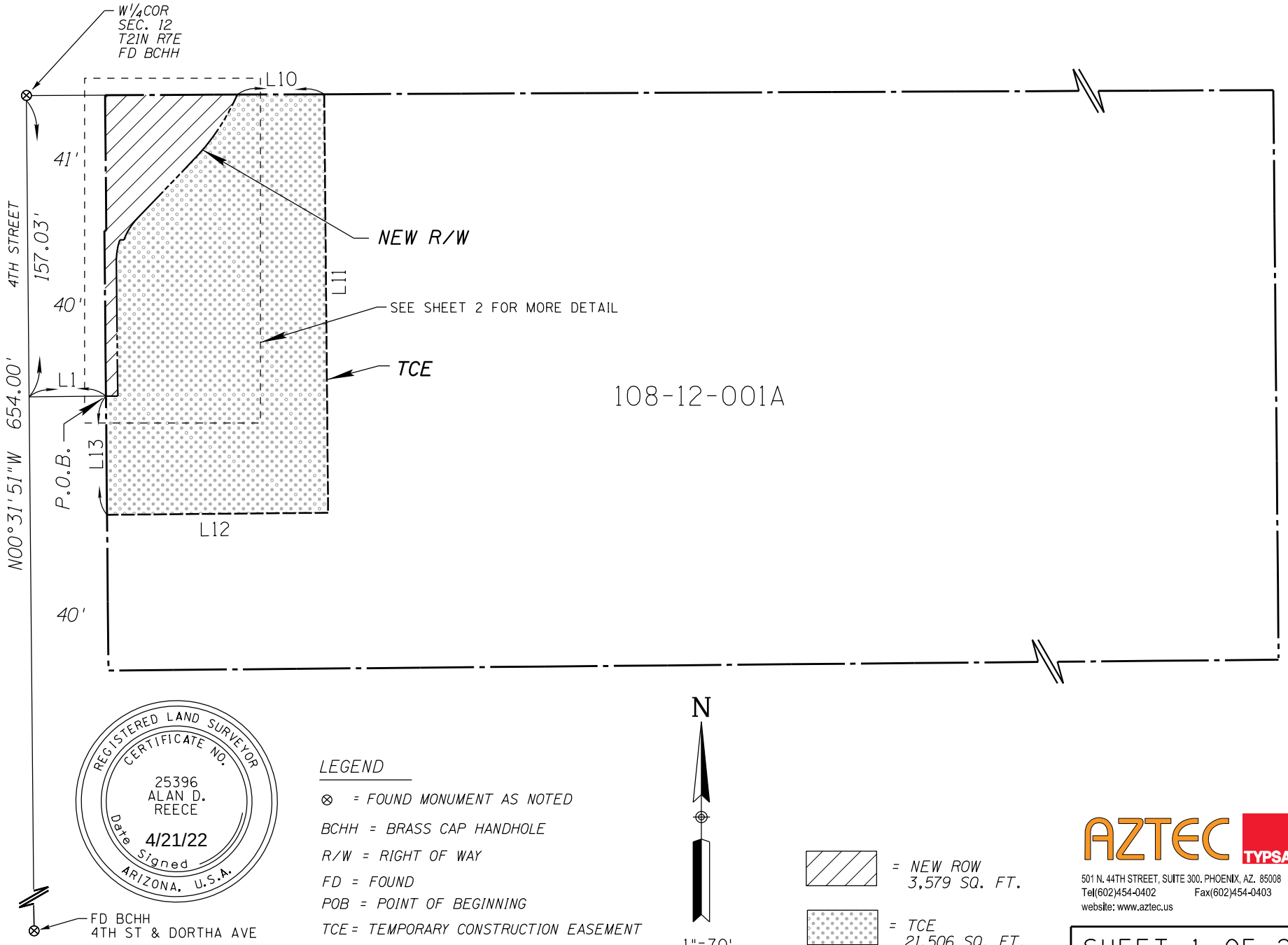
The above-described parcel contains 3,579 square feet (0.08 acres) more or less.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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ARIZONA, U.S.A.

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
R/W = RIGHT OF WAY
FD = FOUND
POB = POINT OF BEGINNING
TCE = TEMPORARY CONSTRUCTION EASEMENT

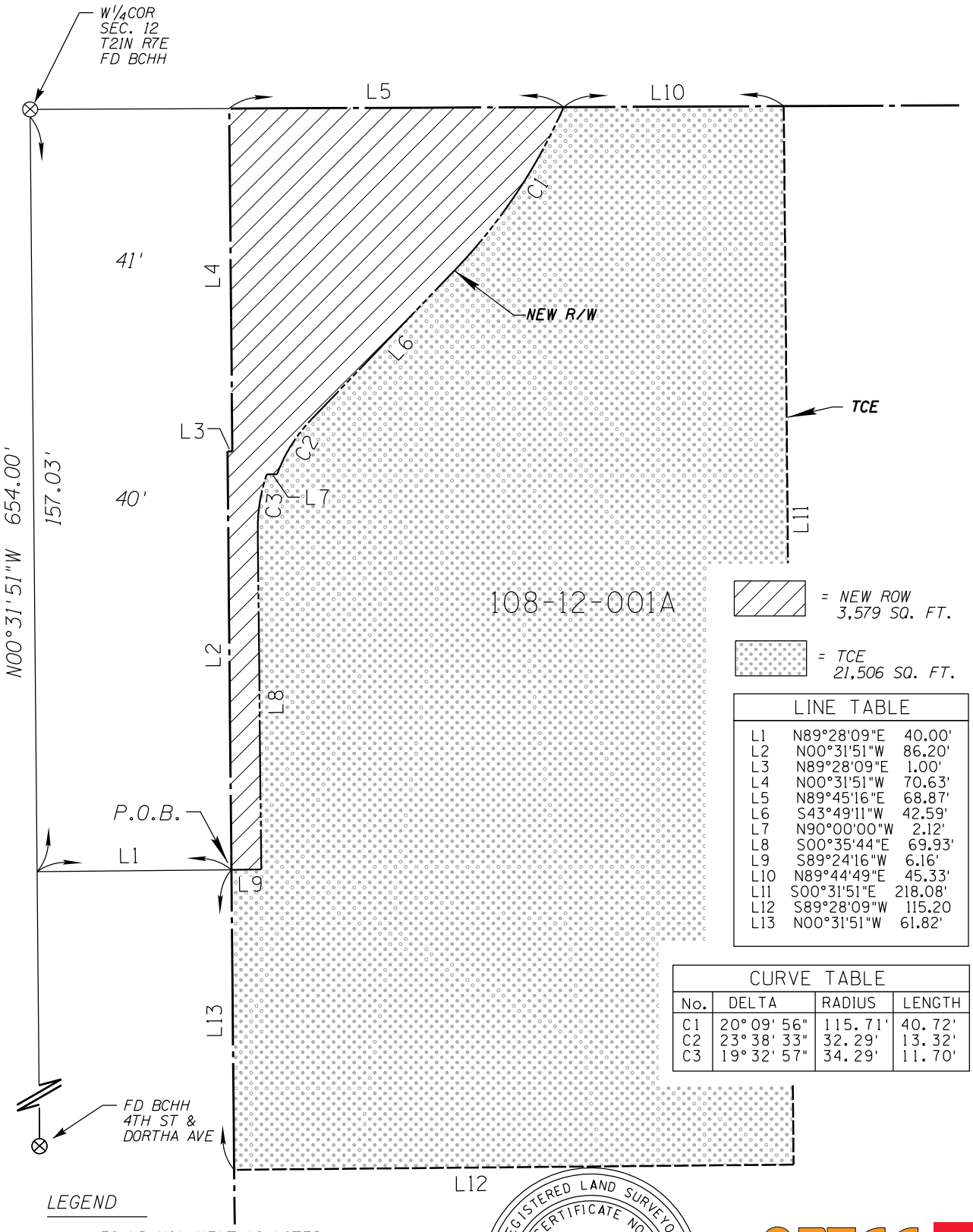
N

1"=70'

= NEW ROW
3,579 SQ. FT.

= TCE
21,506 SQ. FT.

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us



= NEW ROW
3,579 SQ. FT.

= TCE
21,506 SQ. FT.

LINE TABLE		
L1	N89°28'09"E	40.00'
L2	N00°31'51"W	86.20'
L3	N89°28'09"E	1.00'
L4	N00°31'51"W	70.63'
L5	N89°45'16"E	68.87'
L6	S43°49'11"W	42.59'
L7	N90°00'00"W	2.12'
L8	S00°35'44"E	69.93'
L9	S89°24'16"W	6.16'
L10	N89°44'49"E	45.33'
L11	S00°31'51"E	218.08'
L12	S89°28'09"W	115.20
L13	N00°31'51"W	61.82'

CURVE TABLE			
No.	DELTA	RADIUS	LENGTH
C1	20° 09' 56"	115.71'	40.72'
C2	23° 38' 33"	32.29'	13.32'
C3	19° 32' 57"	34.29'	11.70'

LEGEND

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R/W = RIGHT OF WAY
FD = FOUND
P.O.B = POINT OF BEGINNING
TCE = TEMPORARY CONSTRUCTION EASEMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/21/22
Date Signed
ARIZONA, U.S.A.

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www.aztec.us

EXHIBIT A-2

Assessor's Parcel 108-12-001A

Temporary Construction Easement

That part of the Northwest quarter of the Southwest quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 12;

THENCE along the West line of the Southwest quarter of said Section 12 South 00°31'51" East, a distance of 157.03 feet;

THENCE leaving said West line North 89°28'09" East, a distance of 40.00 feet to the East Right of Way line of 4th Street and the **POINT OF BEGINNING**;

THENCE North 89°24'16" East, a distance of 6.16 feet;

THENCE North 00°35'44" West, a distance of 69.93 feet to the beginning of a tangent curve concave Southeasterly;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 34.29 feet and a central angle of 19˚32'57" for an arc length of 11.70 feet to a point of non-tangency;

THENCE South 90°00'00" East, a distance of 2.12 feet to the beginning of a non-tangent curve concave Southeasterly whose radius bears South 69˚49'22" East;

THENCE Northeasterly along the arc of said curve, to the right, having a radius of 32.29 feet and a central angle of 23˚38'33" for an arc length of 13.32 feet to a point of tangency;

THENCE North 43°49'11" East, a distance of 42.59 feet to the beginning of a tangent curve concave Northwesterly;

THENCE Northeasterly along the arc of said curve, to the left, having a radius of 115.71 feet and a central angle of 20˚09'56" for an arc length of 40.72 feet to a point of non-tangency on the North line of the Southwest quarter of said Section 12;

THENCE along said North line North 89°44'49" East, a distance of 45.33 feet;

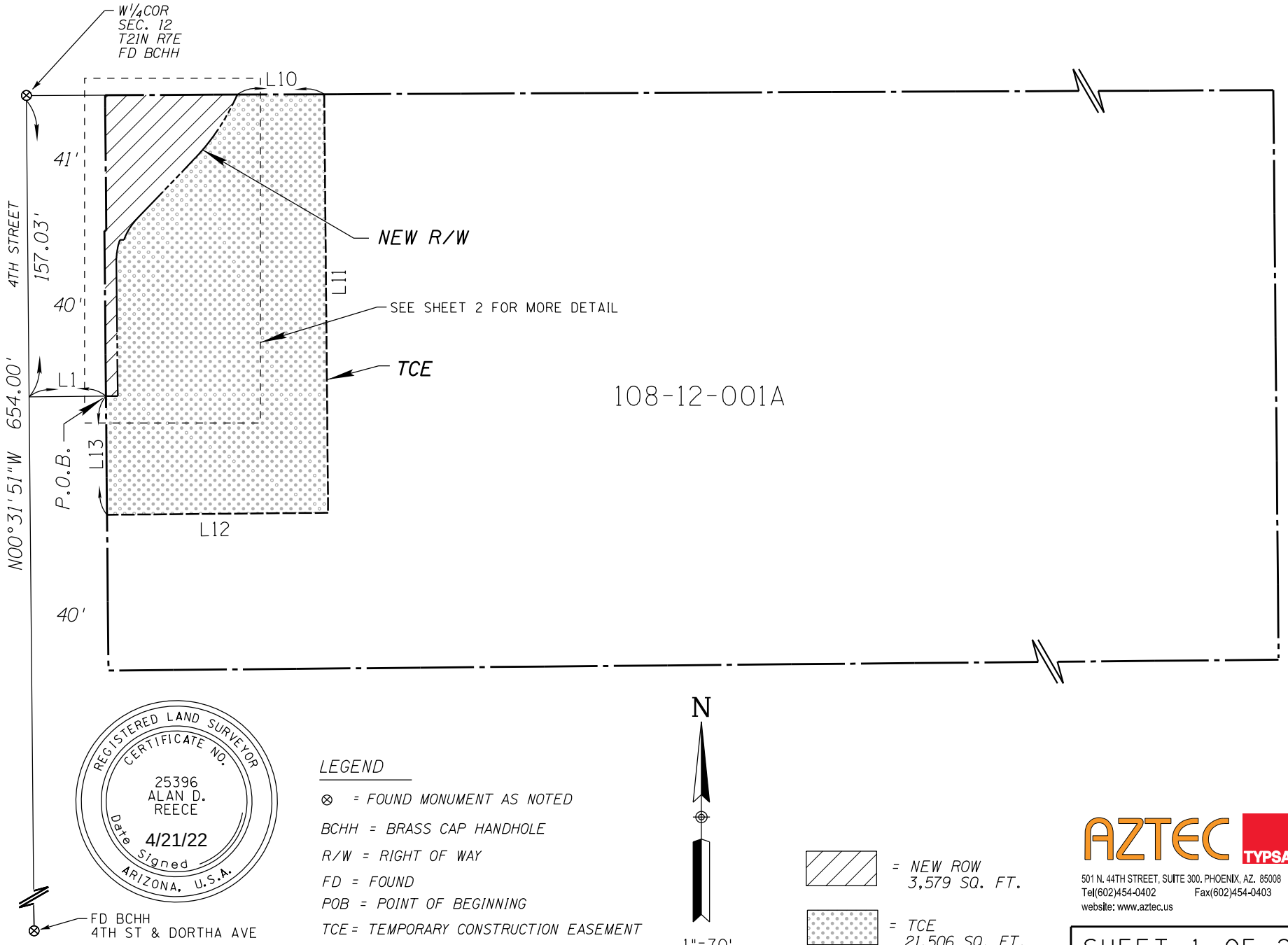
THENCE leaving said North line South 00°31'51" East, a distance of 218.08 feet;

THENCE South 89°28'09" West, a distance of 115.20 feet to the East Right of Way line of 4th Street;

THENCE along said East Right of Way line North 00°31'51" West, a distance of 61.82 feet to the **POINT OF BEGINNING**.

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

The above-described parcel contains 21,506 square feet (0.49 acres) more or less.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
Date Signed
4/21/22
ARIZONA, U.S.A.

LEGEND

⊗ = FOUND MONUMENT AS NOTED
BCHH = BRASS CAP HANDHOLE
R/W = RIGHT OF WAY
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TCE = TEMPORARY CONSTRUCTION EASEMENT

N

1"=70'

= NEW ROW
3,579 SQ. FT.

= TCE
21,506 SQ. FT.

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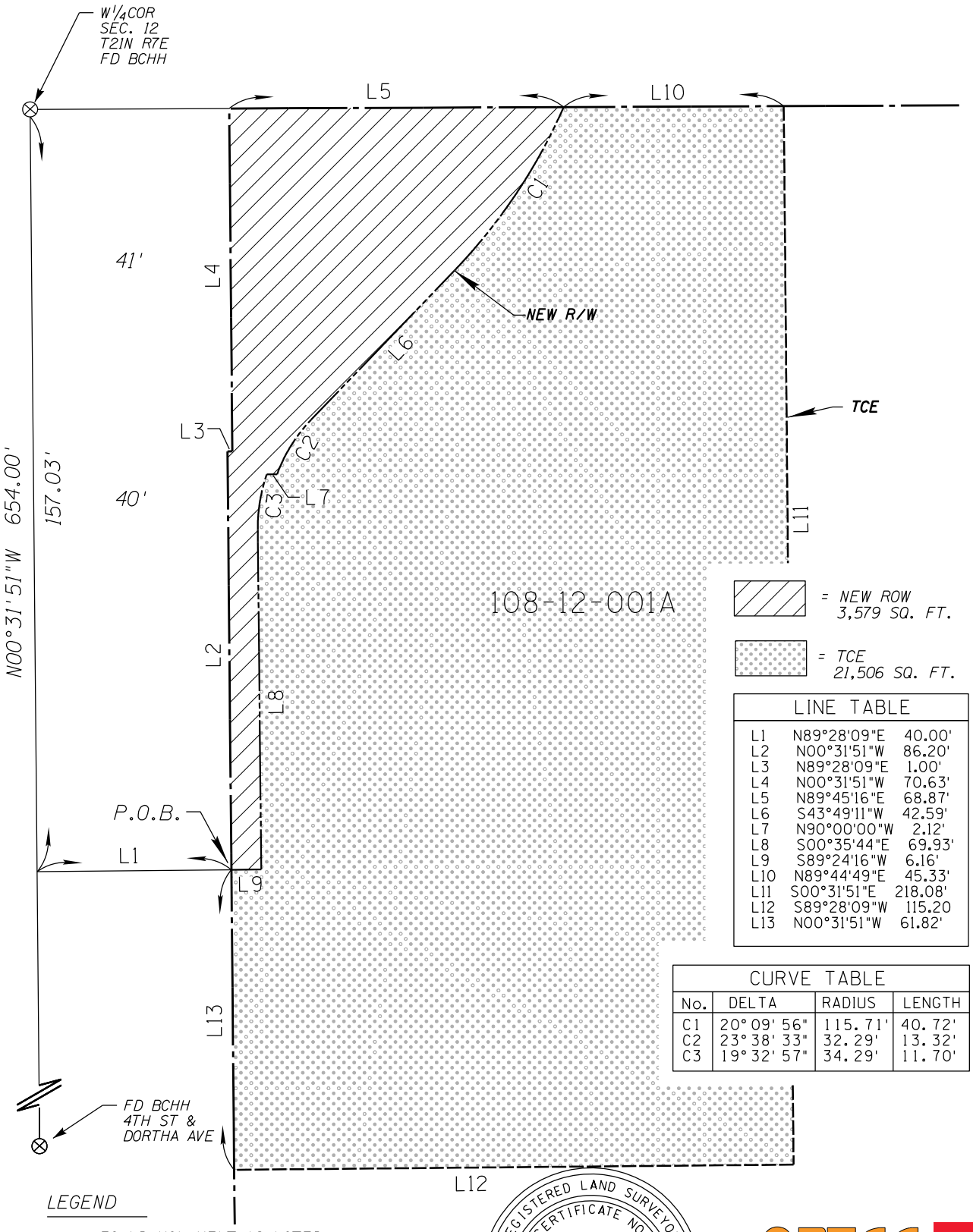

= NEW ROW
3,579 SQ. FT.

= TCE
21,506 SQ. FT.

LINE TABLE		
L1	N89°28'09"E	40.00'
L2	N00°31'51"W	86.20'
L3	N89°28'09"E	1.00'
L4	N00°31'51"W	70.63'
L5	N89°45'16"E	68.87'
L6	S43°49'11"W	42.59'
L7	N90°00'00"W	2.12'
L8	S00°35'44"E	69.93'
L9	S89°24'16"W	6.16'
L10	N89°44'49"E	45.33'
L11	S00°31'51"E	218.08'
L12	S89°28'09"W	115.20
L13	N00°31'51"W	61.82'

CURVE TABLE			
No.	DELTA	RADIUS	LENGTH
C1	20° 09' 56"	115.71'	40.72'
C2	23° 38' 33"	32.29'	13.32'
C3	19° 32' 57"	34.29'	11.70'

LEGEND

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EXHIBIT A

Assessor's Parcel 108-02-147

Temporary Construction Easement

That part of Lot 157, of "RE-SUBDIVISION OF GREENLAW ESTATES NO. 7", according to the Plat of Record in Case1, Map 114, Records of Coconino County, Arizona, also being a portion of the Northwest quarter of Section 12, Township 21 North., Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the centerline intersection of 4th Street and Lockett Road;

THENCE along the centerline of Lockett Road North 89°56'01" East, a distance of 181.23 feet;

THENCE leaving said centerline South 00°03'59" East, a distance of 33.00 feet to the Northwest corner of said Lot 157;

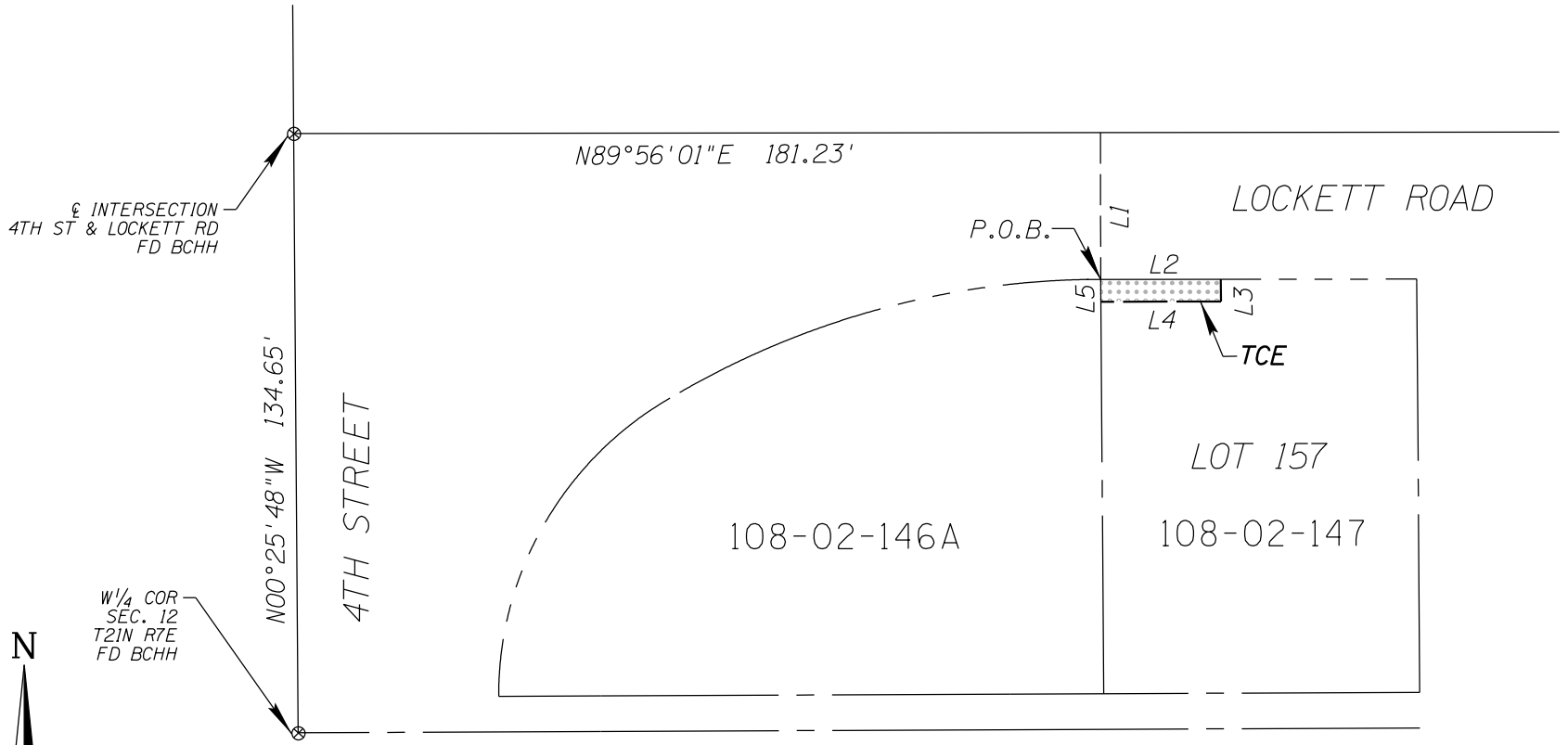
THENCE along the North line of said Lot 157 North 89°56'01" East, a distance of 27.00 feet;

THENCE leaving said North line South 00°25'11" East, a distance of 5.00 feet;

THENCE South 89°56'01" West, a distance of 27.00 feet to the West line of said Lot 157;

THENCE along said West line North 00°25'11" West, a distance of 5.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 135 square feet (0.003 acres) more or less.



LEGEND

⊗ = FOUND MONUMENT AS NOTED

BCHH = BRASS CAP HANDHOLE

TCE = TEMPORARY CONSTRUCTION EASEMENT

FD = FOUND

P.O.B. = POINT OF BEGINNING

= TCE
135 SQ. FT.

LINE TABLE		
L1	S00°03'59"E	33.00'
L2	N89°56'01"E	27.00'
L3	S00°25'11"E	5.00'
L4	S89°56'01"W	27.00'
L5	N00°25'111"W	5.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25396
ALAN D.
REECE
4/25/22
Date Signed
ARIZONA, U.S.A.

AZTEC TYPSA
501 N. 44TH STREET, SUITE 300. PHOENIX, AZ. 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

SHEET 1 OF 1

AZTEC Engineering Group, Inc.
501 N 44th Street, Suite 300
Phoenix, AZ 85008
P: 602.454.0402 | F: 602.454.0403
www.aztec.us

EXHIBIT A

Assessor's Parcel 108-02-013

Temporary Construction Easement

That part of Lot 14, of "RE-SUBDIVISION OF GREENLAW ESTATES NO. 7", according to the Plat of Record in Case1, Map 114, Records of Coconino County, Arizona, also being a portion of the Northwest quarter of Section 12, Township 21 North., Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 12;

THENCE along the West line of the Northwest quarter of said Section 12, North 00°25'48" West, a distance of 203.79 feet;

THENCE leaving said West line North 89°34'12" East, a distance of 33.00 feet to the East Right of Way line of 4th Street and the **POINT OF BEGINNING**;

THENCE North 89°34'11" East, a distance of 5.00 feet;

THENCE South 00°25'42" East, a distance of 11.52 feet to the beginning of a tangent curve concave Northeasterly;

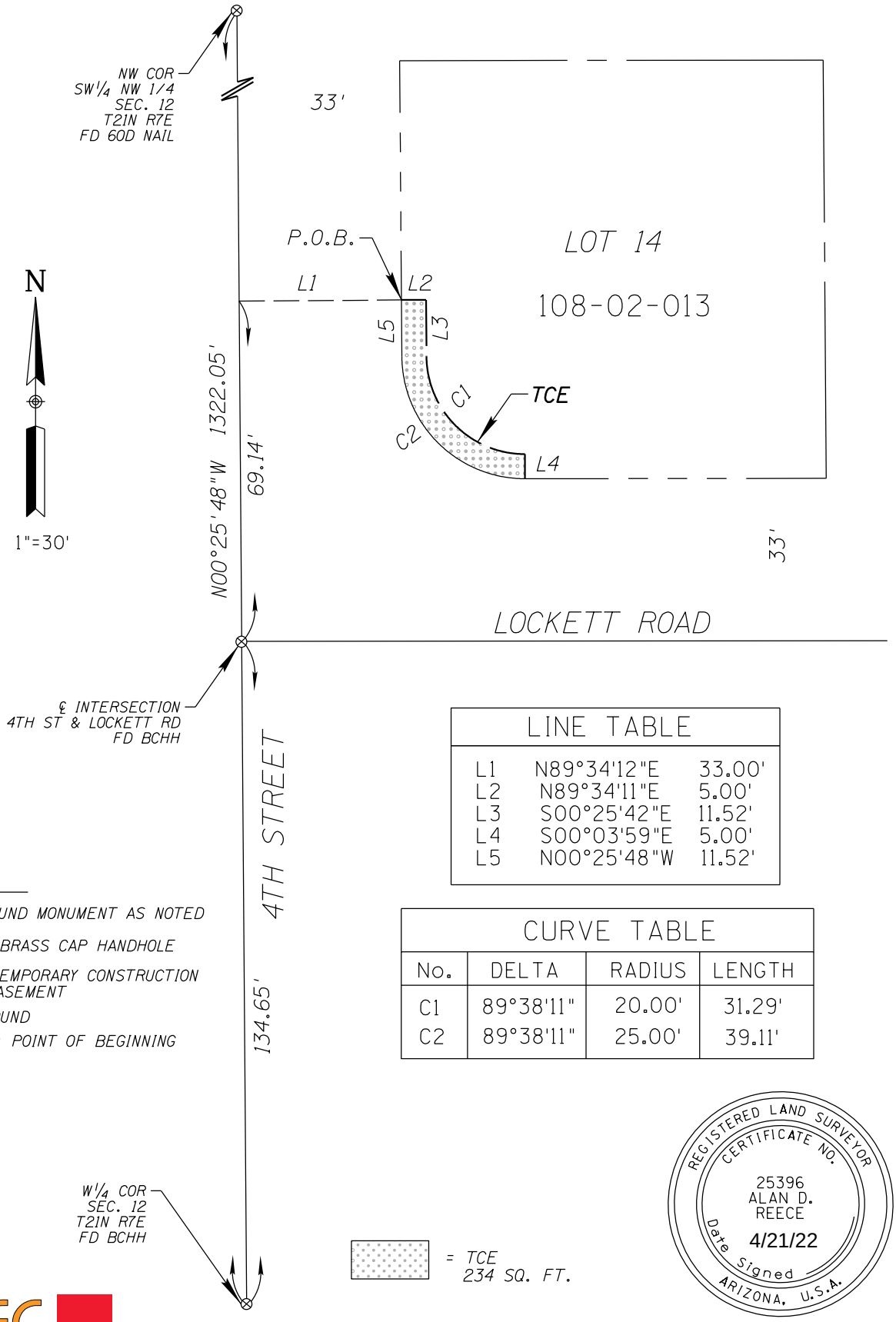
THENCE Southeasterly along the arc of said curve, to the left, having a radius of 20.00 feet and a central angle of 89˚38'11" for an arc distance of 31.29 feet to a point of non-tangency;

THENCE South 00°03'59" East, a distance of 5.00 feet to the North Right of Way line of Lockett Road, being the beginning of a non-tangent curve concave Northeasterly whose radius bears North 00˚03'59" West;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 25.00 feet and a central angle of 89˚38'11" for an arc length of 39.11 feet to a point of tangency on the East Right of Way line of 4th Street;

THENCE along said East Right of Way line North 00°25'48" West, a distance of 11.52 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 234 square feet (0.01 acres) more or less.



LINE TABLE		
L1	N89°34'12"E	33.00'
L2	N89°34'11"E	5.00'
L3	S00°25'42"E	11.52'
L4	S00°03'59"E	5.00'
L5	N00°25'48"W	11.52'

CURVE TABLE			
No.	DELTA	RADIUS	LENGTH
C1	89°38'11"	20.00'	31.29'
C2	89°38'11"	25.00'	39.11'

LEGEND

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TCE = TEMPORARY CONSTRUCTION EASEMENT

FD = FOUND

P.O.B. = POINT OF BEGINNING

REGISTERED LAND SURVEYOR
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REECE
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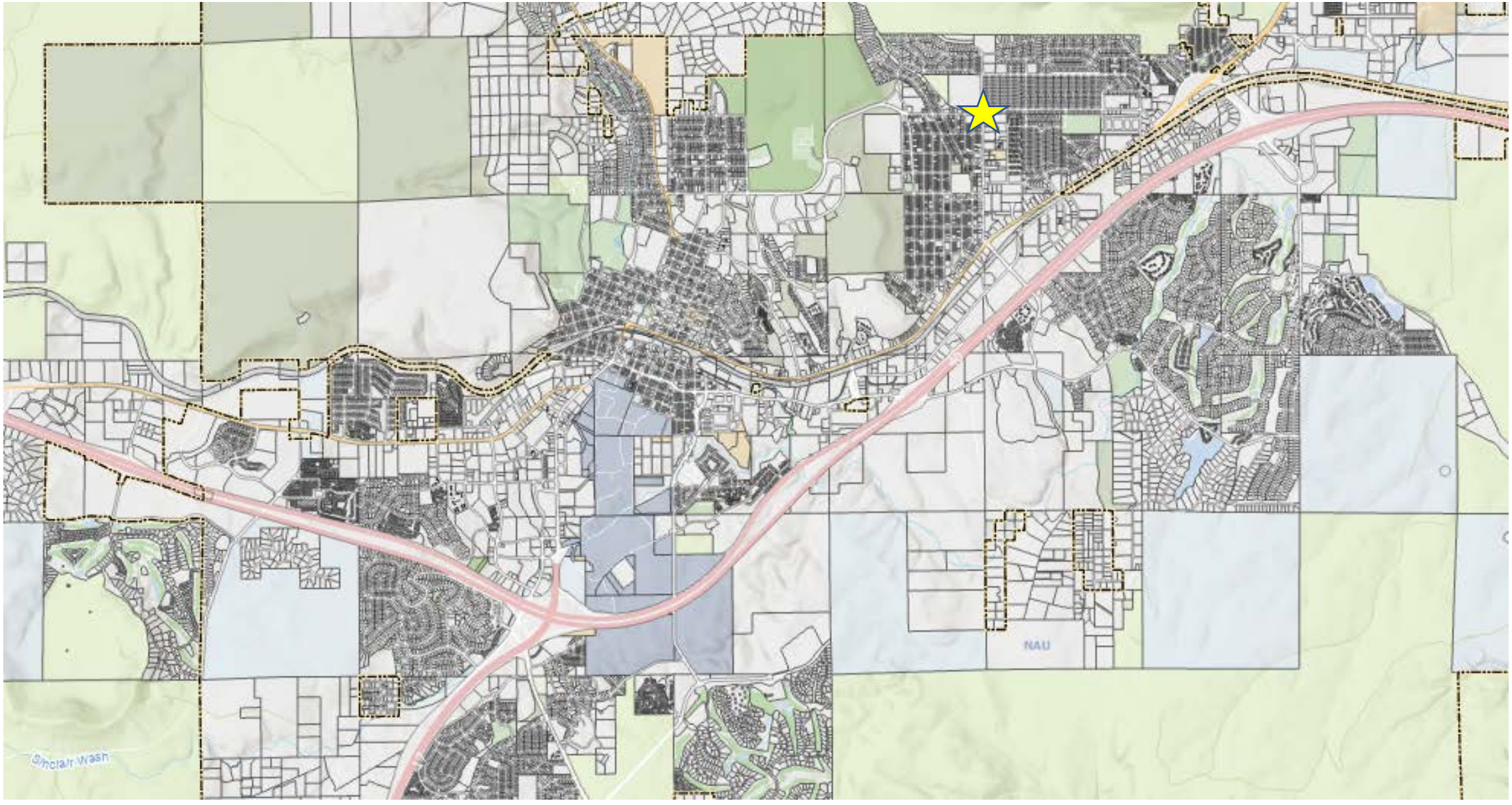
4th and Lockett Roundabout Project

Property Acquisition

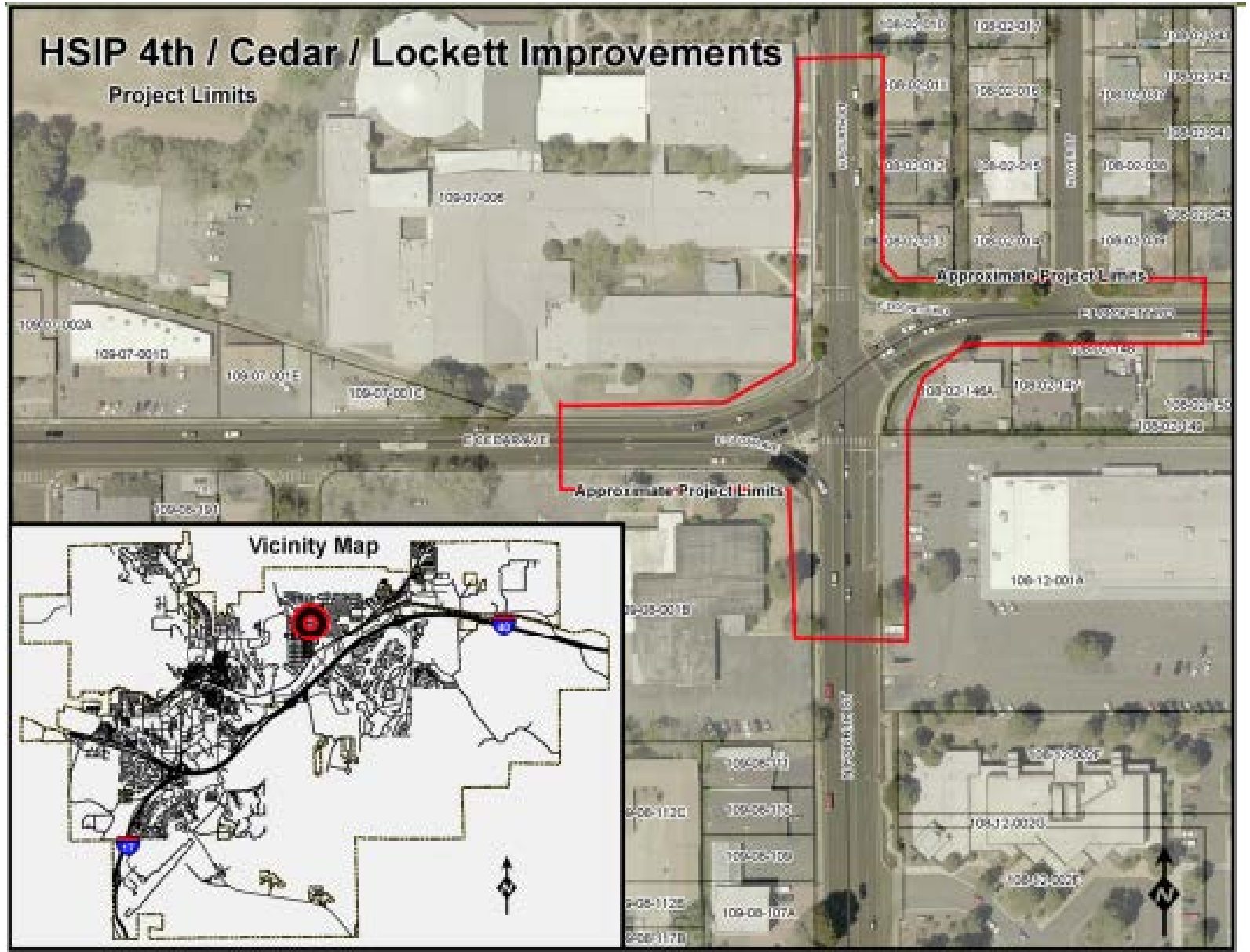
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vicinity Map



Project Location



Selected Roundabout Design

Right of Way Needs

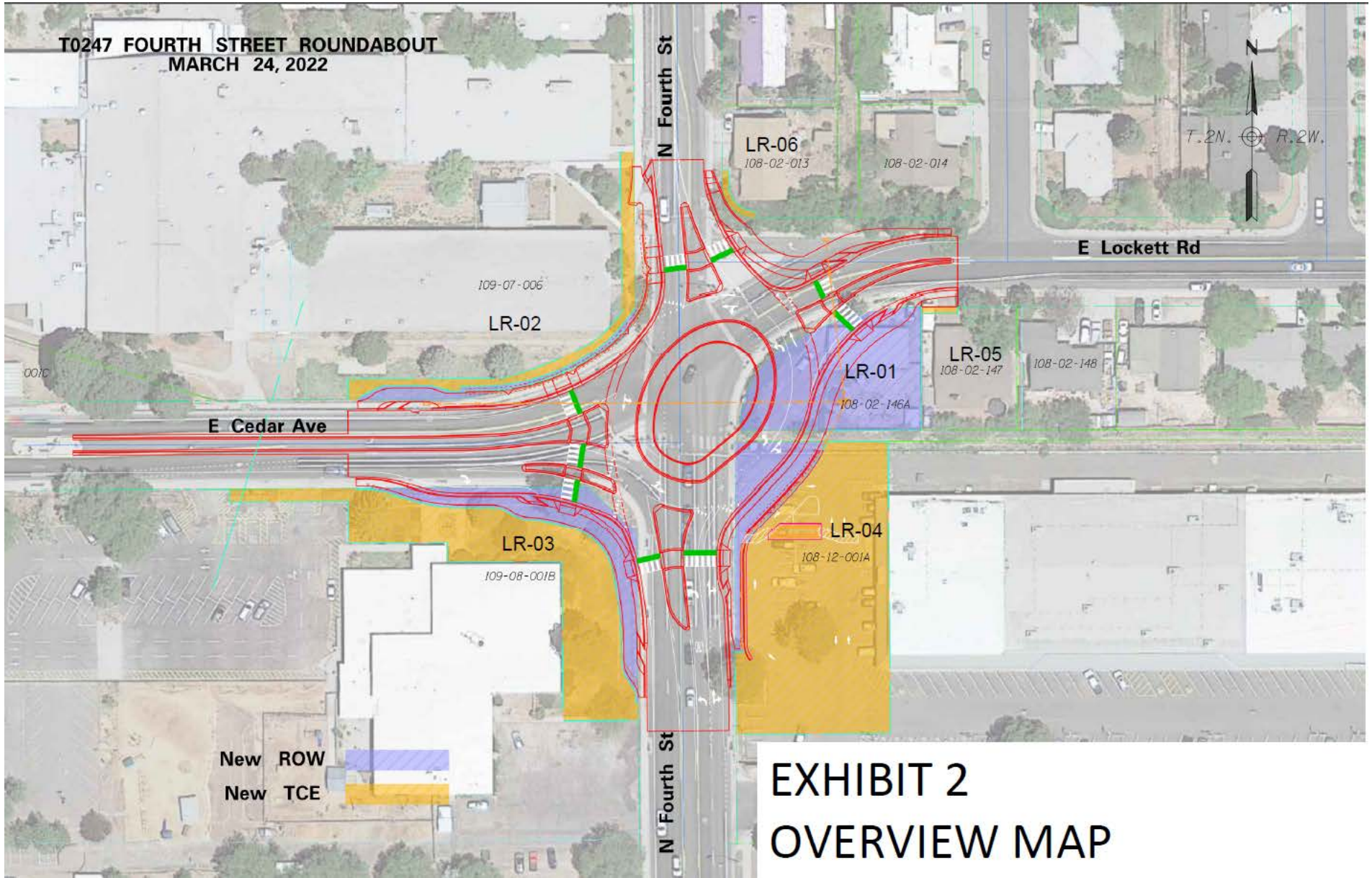
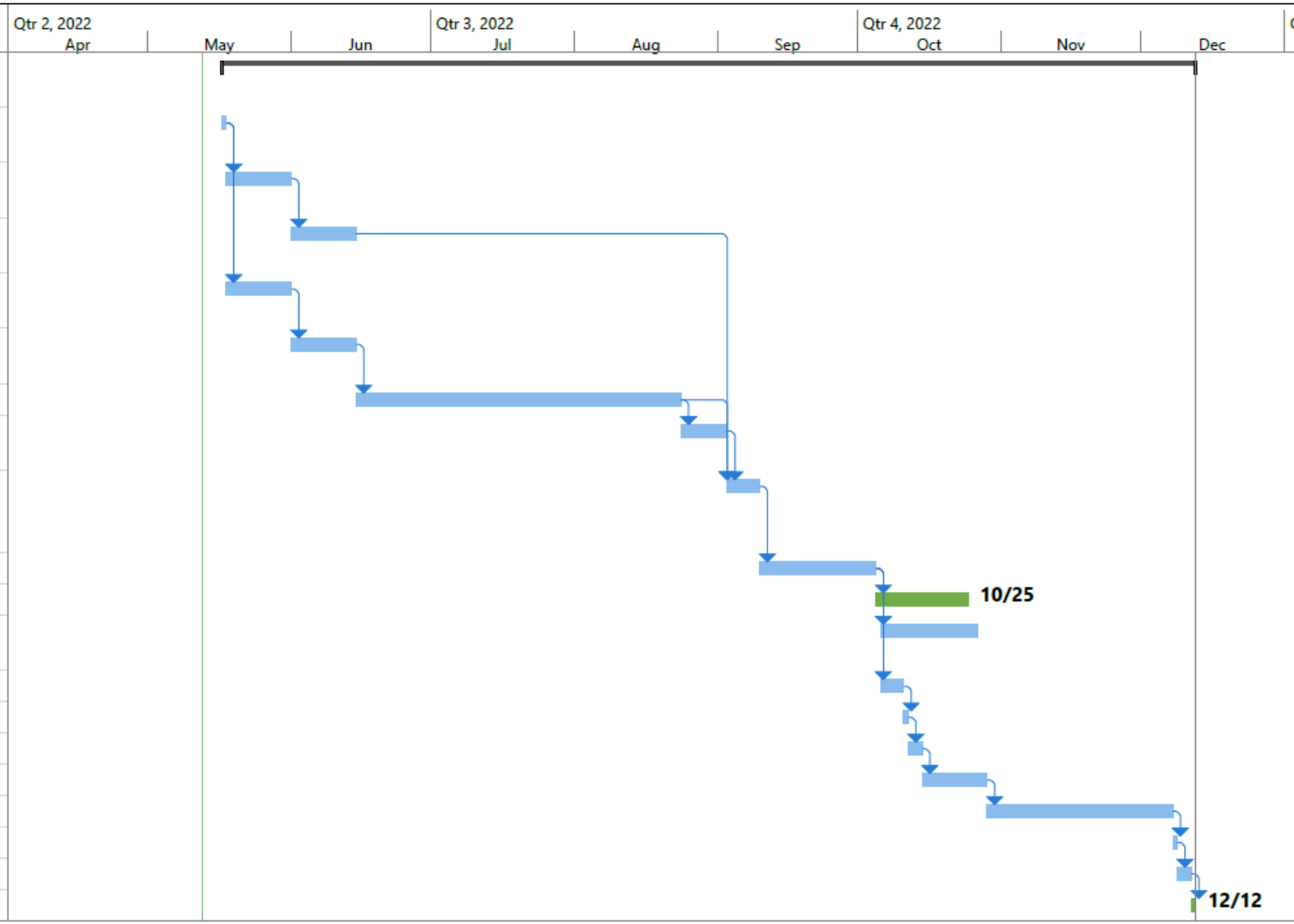


EXHIBIT 2
OVERVIEW MAP

Acquisition Schedule

ID	Task Name	Duration	Start	Finish
1	**4th and Lockett Real Estate Acquisition**	**150 days**	**Tue 5/17/22**	**Mon 12/12/22**
2	City Council Authority to Acquire Real Property	1 eday	Tue 5/17/22	Wed 5/18/22
3	Receive offers from Relocation Firms	14 edays	Wed 5/18/22	Wed 6/1/22
4	Contract Procurement for Relocation Services	14 edays	Wed 6/1/22	Wed 6/15/22
5	Prepare Appriasal SOW / Receive Offers from Appraisers	14 edays	Wed 5/18/22	Wed 6/1/22
6	Appraiser Procurement on State Cooperative Contract	14 edays	Wed 6/1/22	Wed 6/15/22
7	Appraise Properties	70 edays	Wed 6/15/22	Wed 8/24/22
8	Relocation Benefit Determinations	10 edays	Wed 8/24/22	Sat 9/3/22
9	Deliver Offer Letter and Determination of Relocation Benefits	7 edays	Sat 9/3/22	Sat 9/10/22
10	Negotiation	25 edays	Sat 9/10/22	Wed 10/5/22
11	Escrow / Closing	20 edays	Wed 10/5/22	Tue 10/25/22
12	Condemnation / Order of Immediate Posession	21 edays	Wed 10/5/22	Wed 10/26/22
13	Prepare Pleadings	5 edays	Wed 10/5/22	Mon 10/10/22
14	File Pleadings	1 eday	Mon 10/10/22	Tue 10/11/22
15	Court Sets Hearing Dates	3 edays	Tue 10/11/22	Fri 10/14/22
16	Serve Pleadings	14 edays	Fri 10/14/22	Fri 10/28/22
17	Order to Show Cause Hearings	40 edays	Fri 10/28/22	Wed 12/7/22
18	Orders for Immediate Possession	1 eday	Wed 12/7/22	Thu 12/8/22
19	Deposit Funds with Court	3 edays	Thu 12/8/22	Sun 12/11/22
20	Receive Possession	1 eday	Sun 12/11/22	Mon 12/12/22



-Fourth Street-
-Cedar Avenue-
-Lockett Road-
Roundabout

June 7, 2022

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Fourth/Cedar/Lockett Roundabout

Update on Design Requests

- Request: Pedestrian Actuated Rapid Flashing Beacons at all crossings
- Schedule Impact: None
- Construction Cost: $400,000

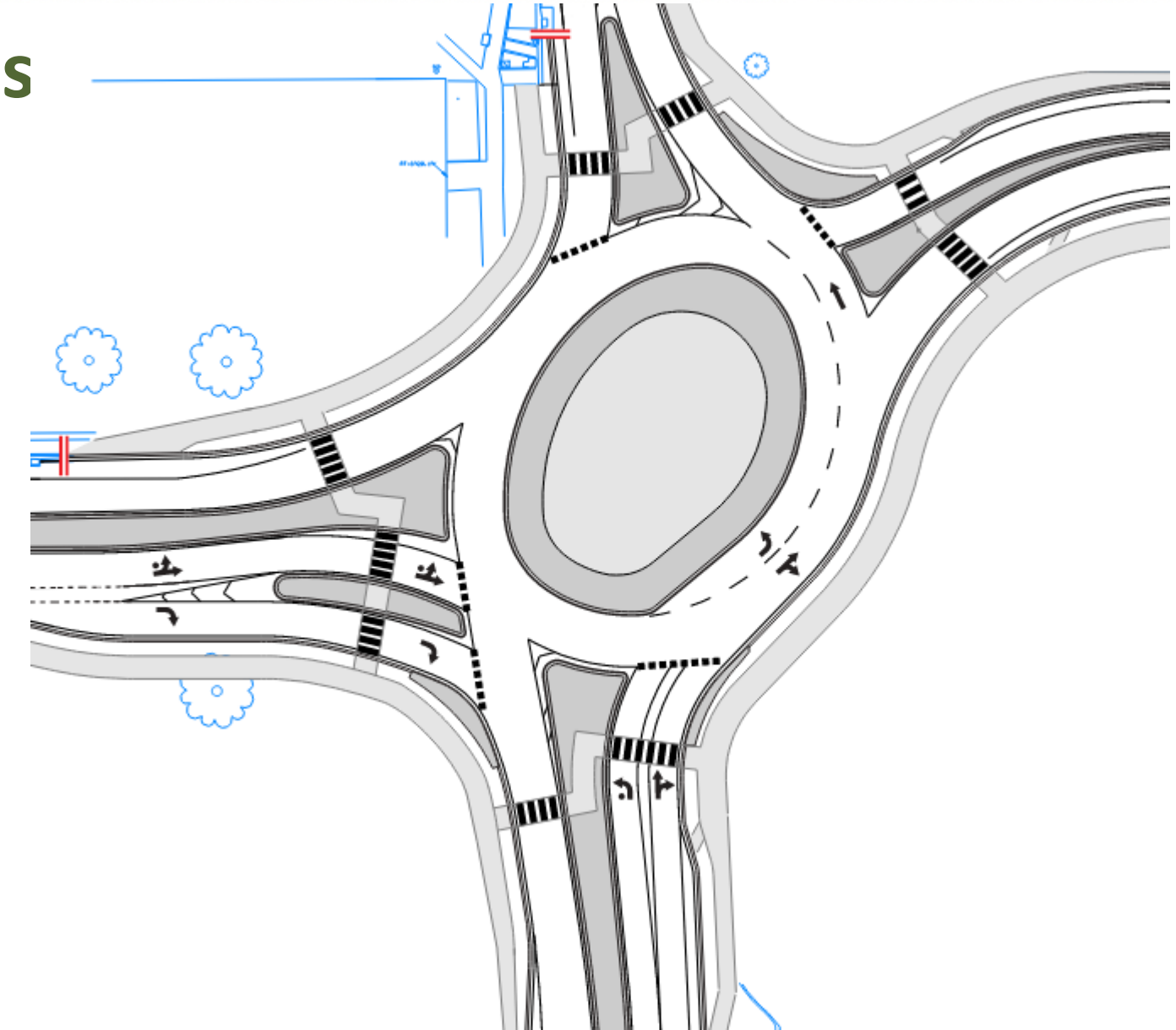
Fig. 2 Rectangular Rapid Flashing Beacon (RRFB) at Crossing Martin Luther King Roundabout, Springfield, OR

Photo courtesy City of Springfield, OR

Fourth/Cedar/Lockett Roundabout

Update on Design Requests

- Request: Z-Crossings
- Schedule Impact: None
- Construction Cost: Minimal Impact
- Z-crossings on 3 legs



Fourth/Cedar/Lockett Roundabout

Update on Design Requests

- Request: Elevated/Raised Crosswalks

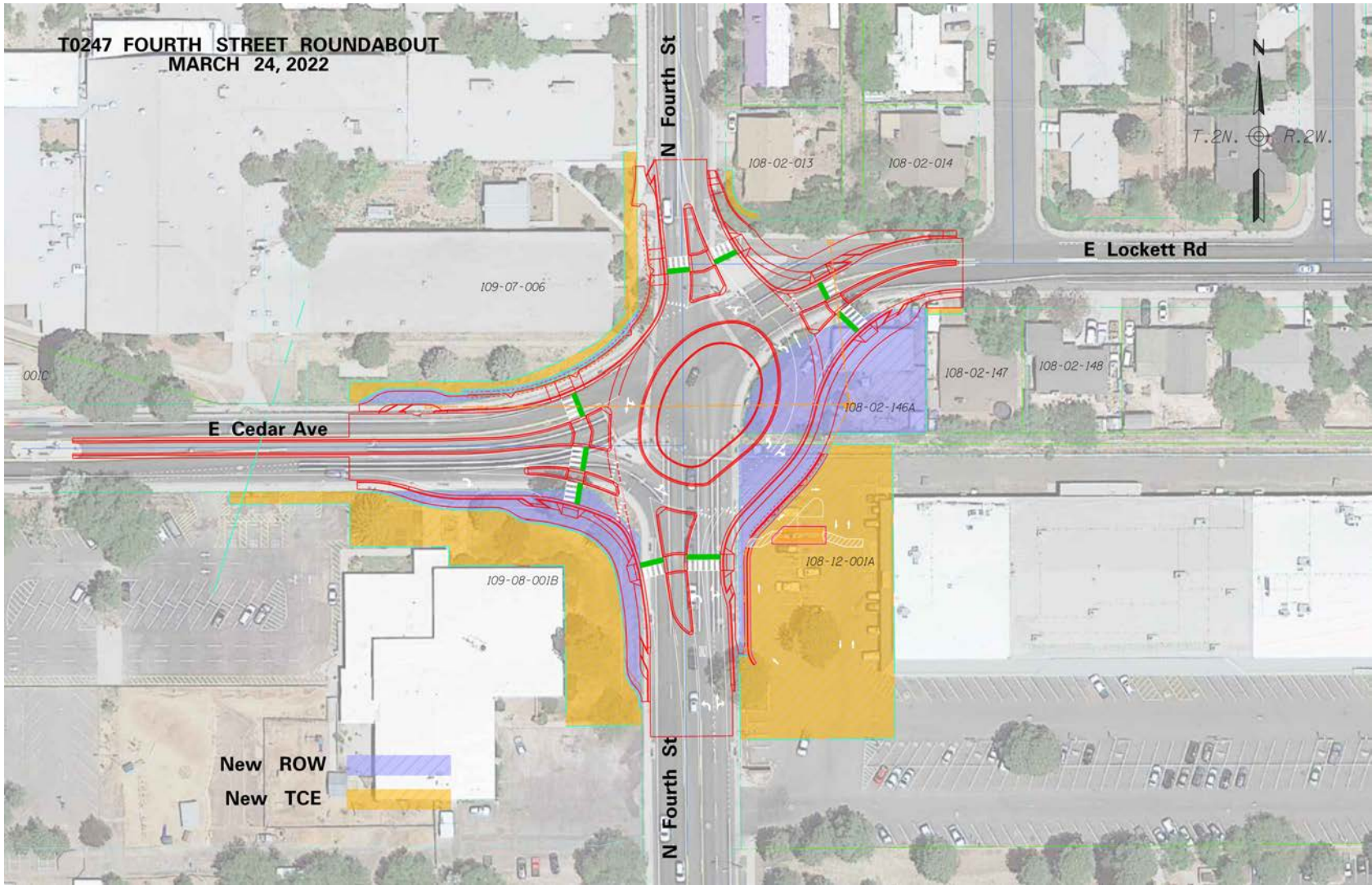
- Not recommended due to drainage impacts and operational and maintenance considerations

Fourth/Cedar/Lockett Roundabout

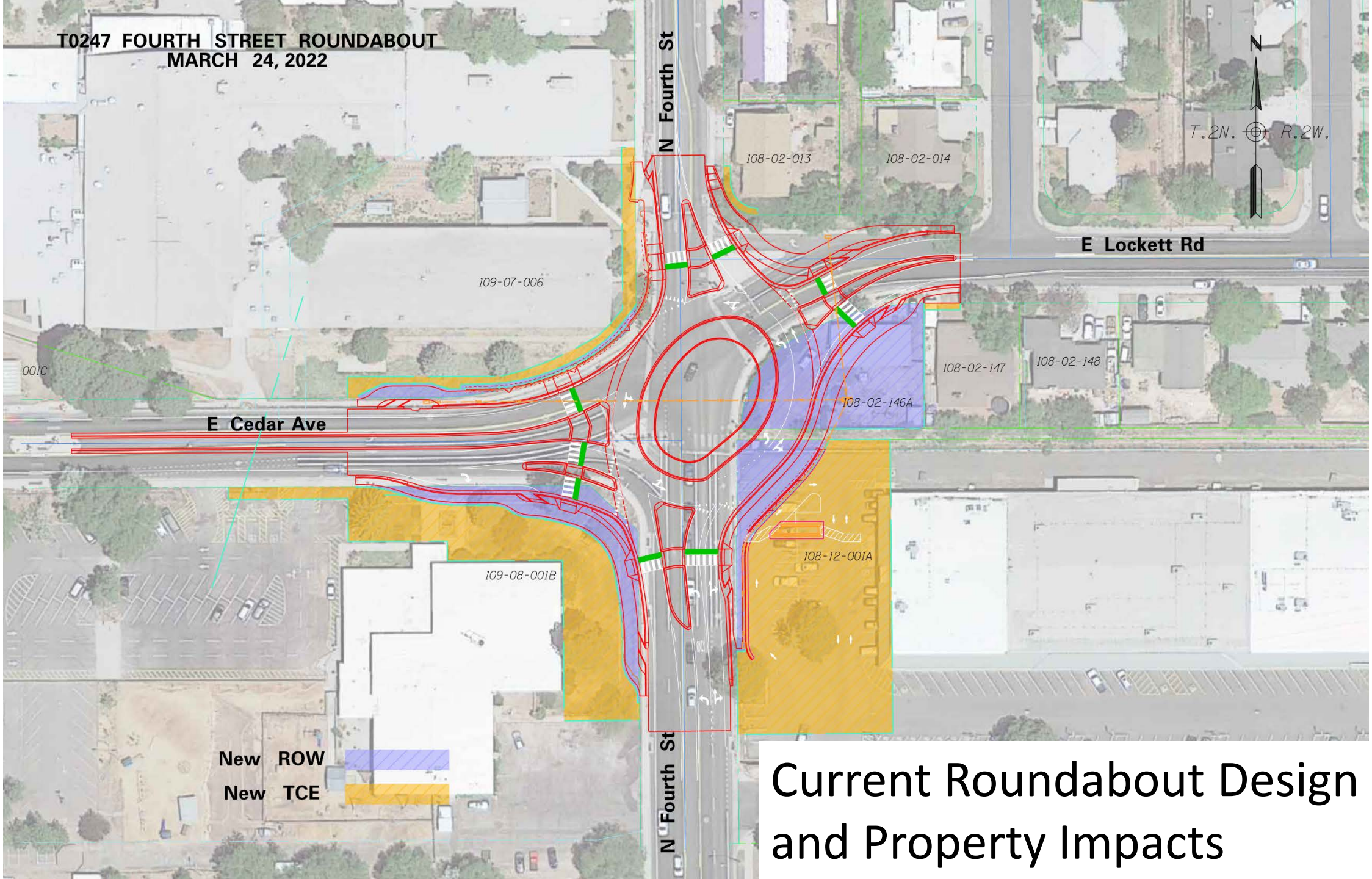
Update on Design Changes

- Additional Design costs: $75,000-$100,000

- Schedule Impacts: Acquisition schedule remains the critical path



Questions and Discussion



Current Roundabout Design and Property Impacts

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Senior Deputy City Manager
Co-Submitter:	Fire Captain Mike Felts, Fire Chief Mark Gaillard
Date:	06/06/2022
Meeting Date:	06/07/2022

TITLE

Care Unit Update*

STAFF RECOMMENDED ACTION:

Provide an update to City Council on the operations of the care unit.

EXECUTIVE SUMMARY:

The care unit began operating on Monday, March 28, 2022. Fire Captain Mike Felts and Terros Health Director of Northern Arizona Crisis Service, Bryan Gest, have prepared a presentation to share an overview of what the unit has experienced since the end of March 2022. The overview will include the primary presenting issues, client contract frequency, dispatch outcomes, call examples, and information about community partnerships.

INFORMATION:

The Flagstaff City Council approved the funding and contract with Terros Health for the care unit as part of the City's Alternate Response Program. This contract began in November 2021 and the unit became operational in March 2022 with the hiring and training of new staff within Terros Health and the Flagstaff Fire Department.

The care unit team consists of one Flagstaff Fire Department Firefighter/EMT and a Terros Health Behavioral Health Specialist. The unit is operational Monday through Friday from 9:00 am to 7:00 pm.

The goal of the unit is to provide crisis intervention and mental health stabilization. The care unit provides proactive outreach and responds to calls for service for substance use, trauma informed, and mental or behavioral health related events. The performance metrics for this unit are a:
1) Reduction of crisis recidivism and crisis calls for Flagstaff Fire Department and Flagstaff Police Department.
2) Reduction of the number of arrests, bookings, and prosecutions for alcohol use related offenses including public intoxication, trespassing, public urination, and public menacing.
3) Reduction in the number of individuals transported to the emergency department for intoxication and detox issue.

Attachments: Presentation

care
Community Alliance, Response & Engagement
are
esponse & Engagement

CARE unit overview

The CARE unit is staffed with a team that consists of a Terros social worker and a Flagstaff Fire Department EMT who use both of their skill sets to provide an alternative means of care to assist in community stabilization. The CARE unit does this in many ways.

Examples:

-Unsheltered population assistance

-Suicidal and mental health response

-Omega calls and public contacts to decrease all risk unit response to lower acuity calls

-"if you can provide a person's "need" it can decrease a 911 call for up to 72 hrs."

Terros HEALTH

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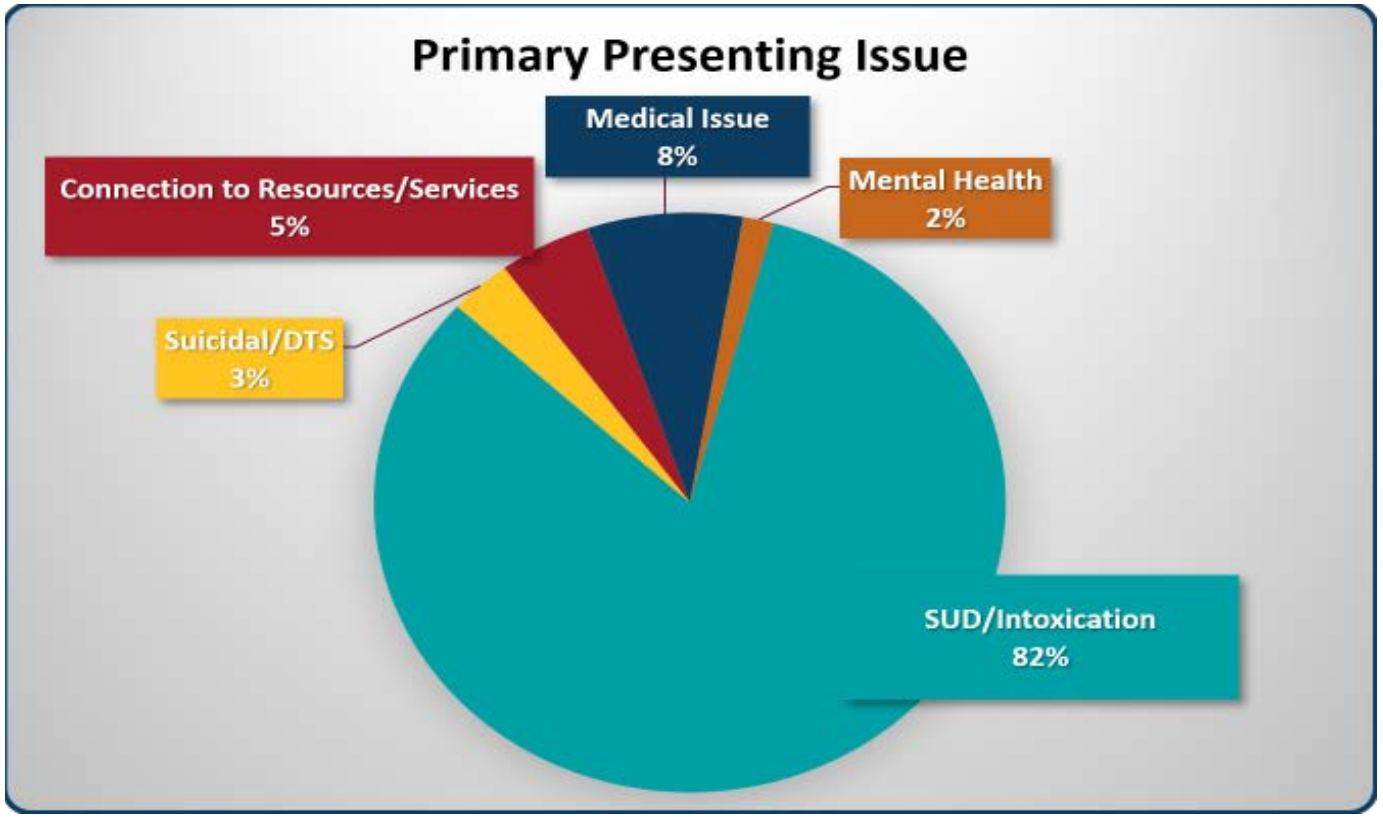
Community Alliance, Response & Engagement

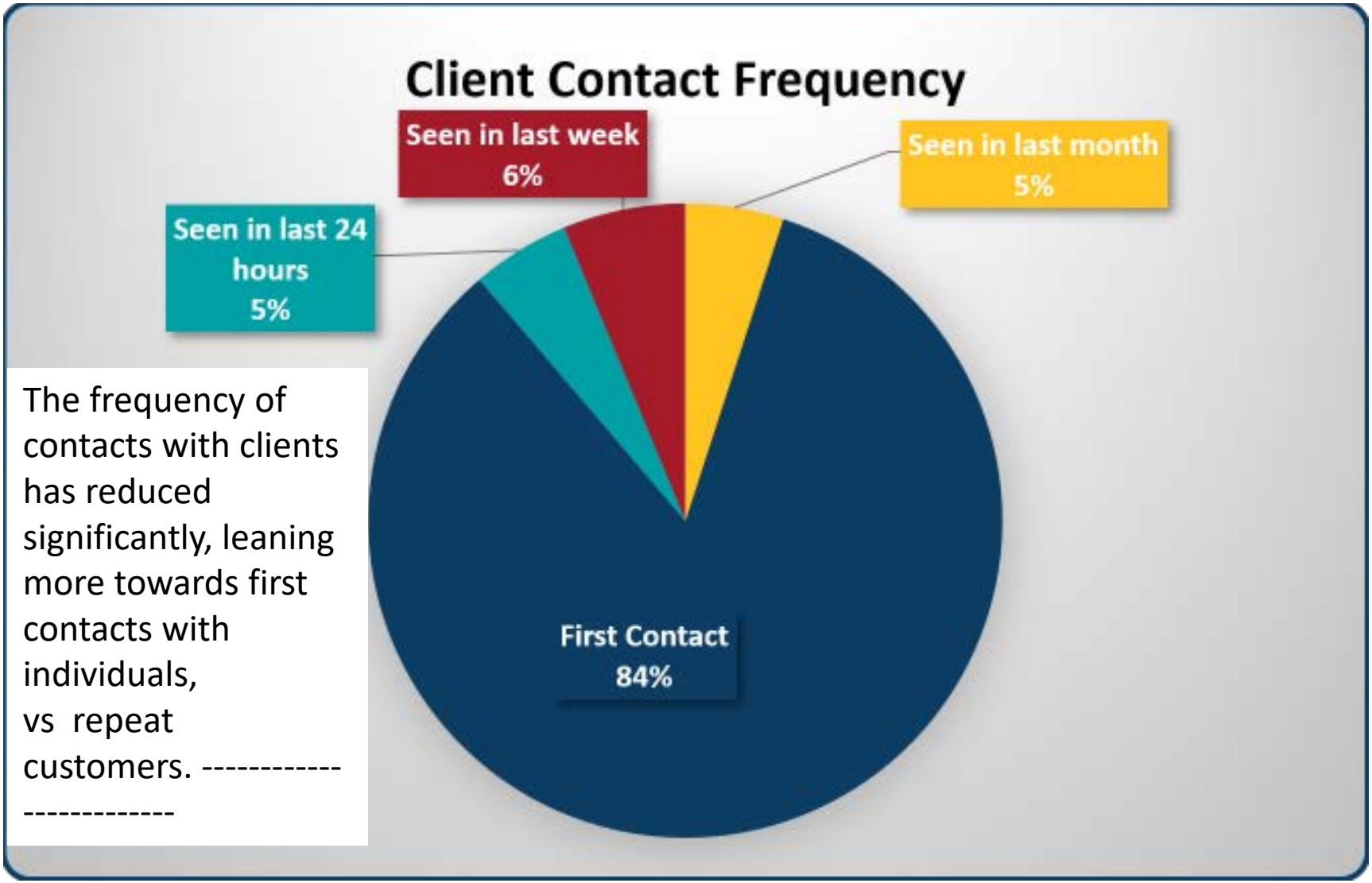
In Operation March 28th, 2022

- 219 dispatches thus far (in 9 weeks)
- Does not include public contacts



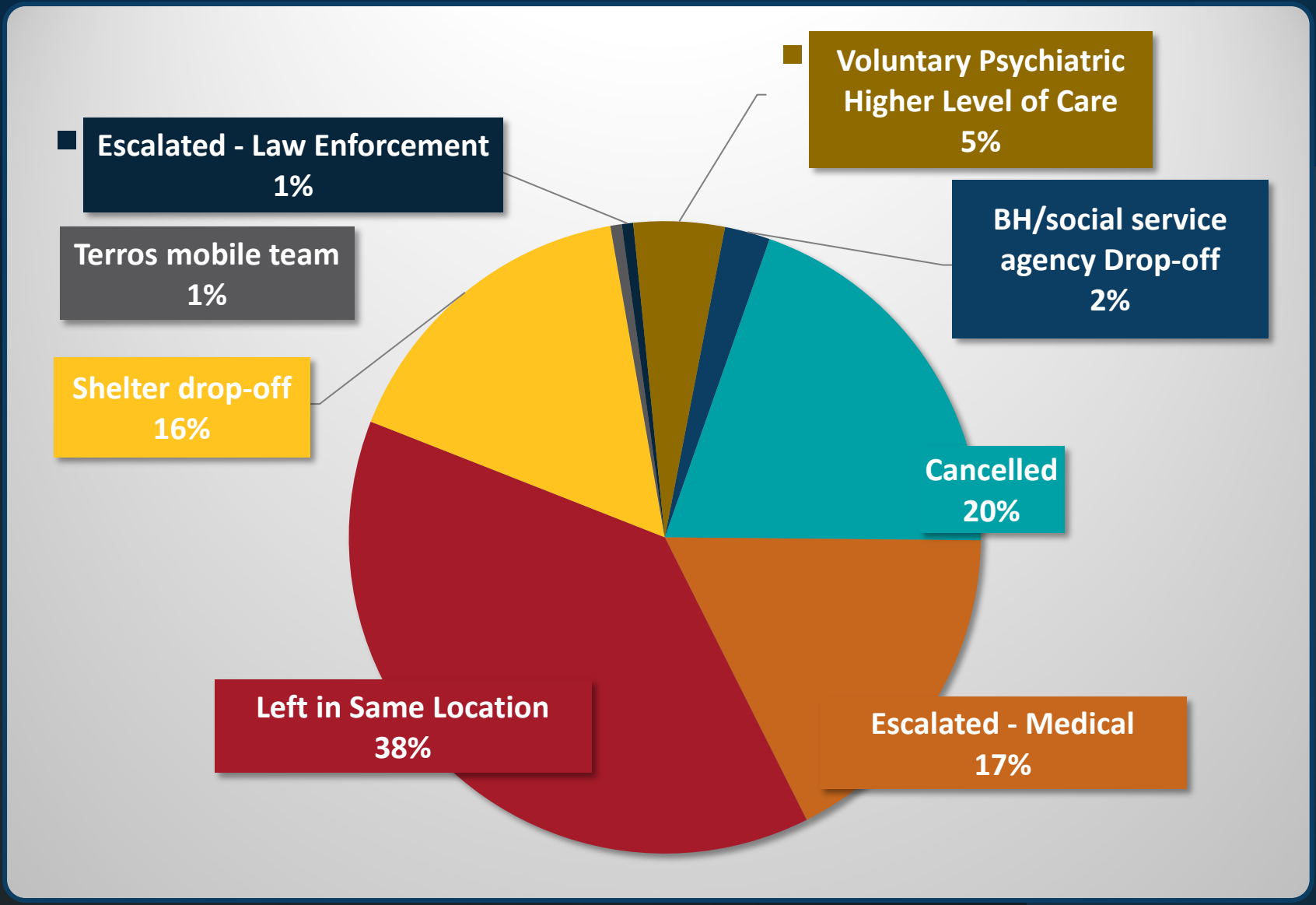
Terros HEALTH

care
Community Alliance, Response & Engagement



The frequency of contacts with clients has reduced significantly, leaning more towards first contacts with individuals,
vs repeat customers. ----------

Dispatch Outcomes



Points to take home

- The unit averages, 4 to 8 omega calls a day with multiple public contacts ranging from 10 to 20 contacts a day.
- The unit has been able to take a large stain off the all-risk units with alternative means of treatment with one of the goals being full filling the client's needs to lessen the chance of a 911 call. Can be as simple as repositioning
- The upgrade to PD response is less that 1%

Terros HEALTH

care
Community Alliance, Response & Engagement

Call examples supporting mission:

- <u>Reducing exposure death</u>-

-During public outreach the CARE team found a man down that was positioned strangely between an electrical box and a wall. The Team made contact with the subject to find him altered, unconscious, with signs of respiratory distress. They were able to provide immediate medical care and upgraded to a Delta response providing a higher level of care. The paramedics o/s had mentioned if the patient was not found by the CARE team the PT probably would not have survived much longer.

Terros HEALTH

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Call examples supporting mission cont.

- <u>Reduce vehicle vs. Train</u>-

- The CARE unit was able to assist FPD officers with a suicidal subject who was threatening by means of train. The CARE unit was able to provide mental health CARE for the subject and provided him the appropriate resources for his mental health.

<u>Reducing strain on EMS-</u>

- While on public outreached the CARE unit noticed an individual on crutches who was moving very slowly down Huntington. The CARE unit stopped to assist the female who stated her need was to take care of a storage unit due to her keys being stolen and she wanted to make sure her things were safe. The CARE unit gave the female a ride to her storage facility and assisted her with a new lock for her storage unit. **Example of small things can be down to keep a 911 call from happening.*

Terros HEALTH

care
Community Alliance, Response & Engagement

Collaboration with Flagstaff Shelter Services

- The team has been working with Flagstaff Shelter Services to provide immediate shelter needs with communication to be able to provide long term housing solutions at the crown which includes wrap around solutions.
- The CARE unit and FSS have developed a "warm handoff" procedure to be able to communicate with the FSS staff about specific needs of clients that are being taken to the shelter. The needs can range from specific sleeping situations, showers, clothing, long term housing solutions ect....

Terros HEALTH

care
Community Alliance, Response & Engagement

Collaboration with other Flagstaff identities.

- The Guidance center- created a check sheet for clearance into the guidance center to reduce 911 calls from TGC after transport to the facility
- Bus passes
- Flagstaff Family food bank- provides sandwiches and drinks daily to provide food to the community throughout the day.
- Salvation army for clothing needs- *grabbed shoes from them while awaiting an ambulance ride to FMC for a repeat client with foot issues.
- Pamphlet for all of city resources.

Terros HEALTH

care
Community Alliance, Response & Engagement

Moving Forward

- The CARE team is working on reducing the officer involvement during suicidal calls and is proactive and creating a response model that will put a Crisis worker in the forefront of the event to provide highest level of mental health care. Provided by Terros Crisis team or CARE unit based on situation.
- Continue Collaboration with other city identities.
- Continue to track situational based data to provide solutions to unique situations.

Terros HEALTH

care
Community Alliance, Response & Engagement

In closing

- The CARE unit thus far has proven to be a positive benefit to the community and has shown its success through its visible community stabilization.

- Questions?

Terros HEALTH

care
Community Alliance, Response & Engagement

12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE

Lone Tree Overpass Project - Intersection and Connector Roadway Update

STAFF RECOMMENDED ACTION:

Present an intersection design update to City Council for the Lone Tree Overpass Project and facilitate discussion. Staff is seeking direction on finalizing the intersection design. Staff will also present an update on the Elden Connector Road concept.

EXECUTIVE SUMMARY:

- In the fall of 2021, the project team presented the concept intersection design alternatives to the public, City Commissions, and the City Council. Staff was asked to further develop alternatives that provided a smaller footprint to prioritize bicycle and pedestrian accessibility and support the City's Carbon Neutrality Plan.
- On January 24, 2022, an update was given on the refined alternatives and City Council selected two final options for development: 5a, which includes five traffic lanes on each leg of the new intersection, and 5b, which added one turn lane to 5a on the north and east legs of the intersection. Council also supported considering an interim condition between 5a and 5b to facilitate future expansion and a pedestrian bridge concept that would provide grade-separated access over Butler Avenue.
- The project team will present the final refined options for Council's input and direction prior to submitting the revised Traffic Impact Analysis to ADOT for approval.
- Staff will present an update on the Elden Connector Road concept per Council direction from May 24, 2022 and discuss the utility corridor and future FUTS connection opportunities.

INFORMATION:

Connection to PBB Key Community Priorities/Objectives & Regional Plan:
Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land-use practices.

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.

Environmental Stewardship -

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan – Goal T.2. -

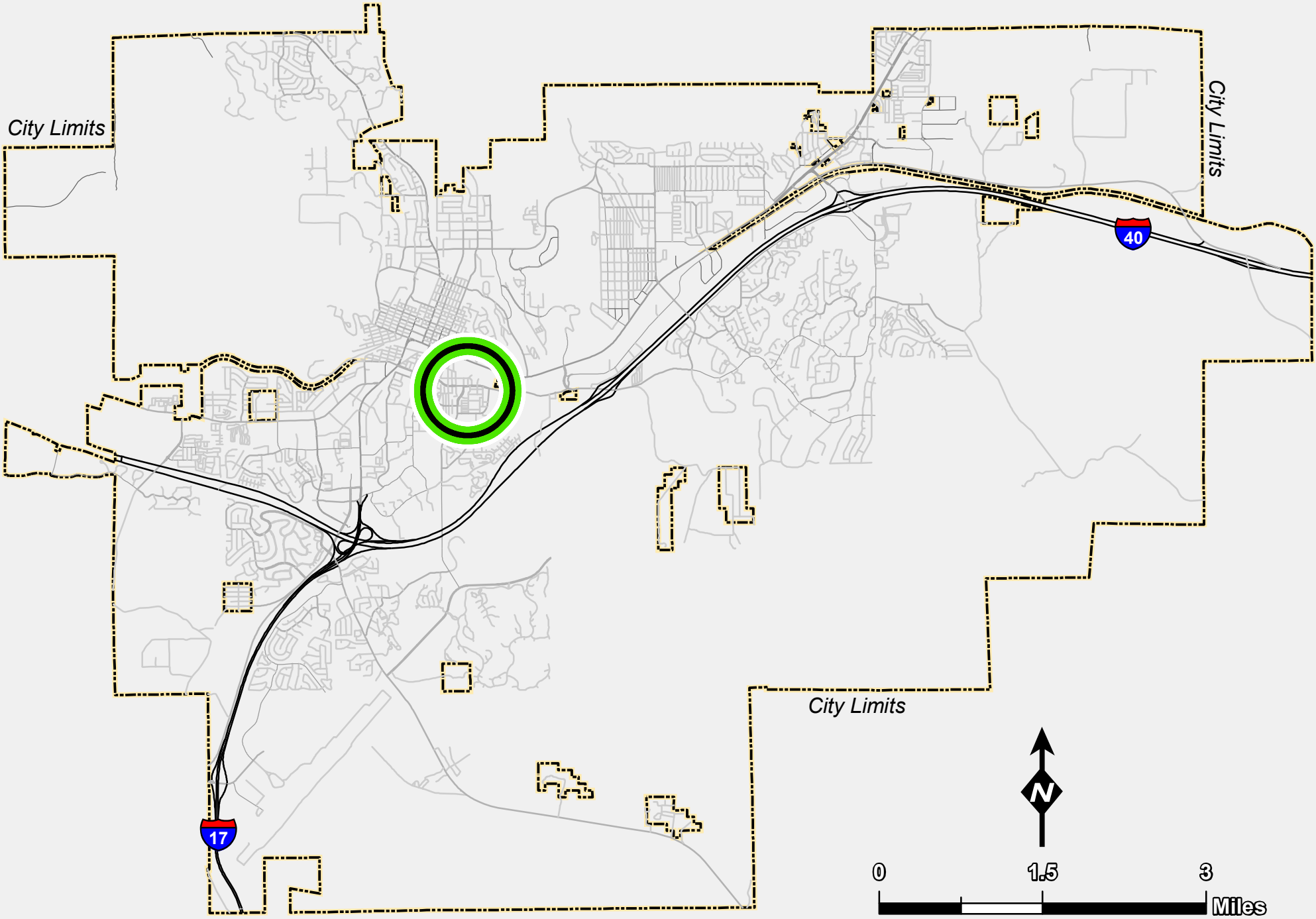
- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:
A previous City Council reviewed options for the Lone Tree Overpass bond project and directed Staff to prepare ballot language for a $73M bond project to be funded through secondary property tax in the 2018 election, which was passed by the Flagstaff voters.

On February 2, 2021, the City Council awarded the first design phase agreement to Ames.
On September 7, 2021, the City Council awarded Amendment #1 to the design phase agreement.
On March 1, 2022, the City Council awarded Amendment #2 to the design phase agreement.

Attachments: LTO Context Map
LTO Vicinity Map
Lone Tree Overpass Butler and Lone Tree Intersection Presentation

Lone Tree Overpass and Corridor Improvements



Lone Tree Overpass and Corridor Improvements
Vicinity Map

LONE TREE OVERPASS

Lone Tree and Butler Intersection

June 7th, 2022

AGENDA

- Approach
  - Models
- Intersection Alternatives
  - Safety Features
  - Summary

Approach

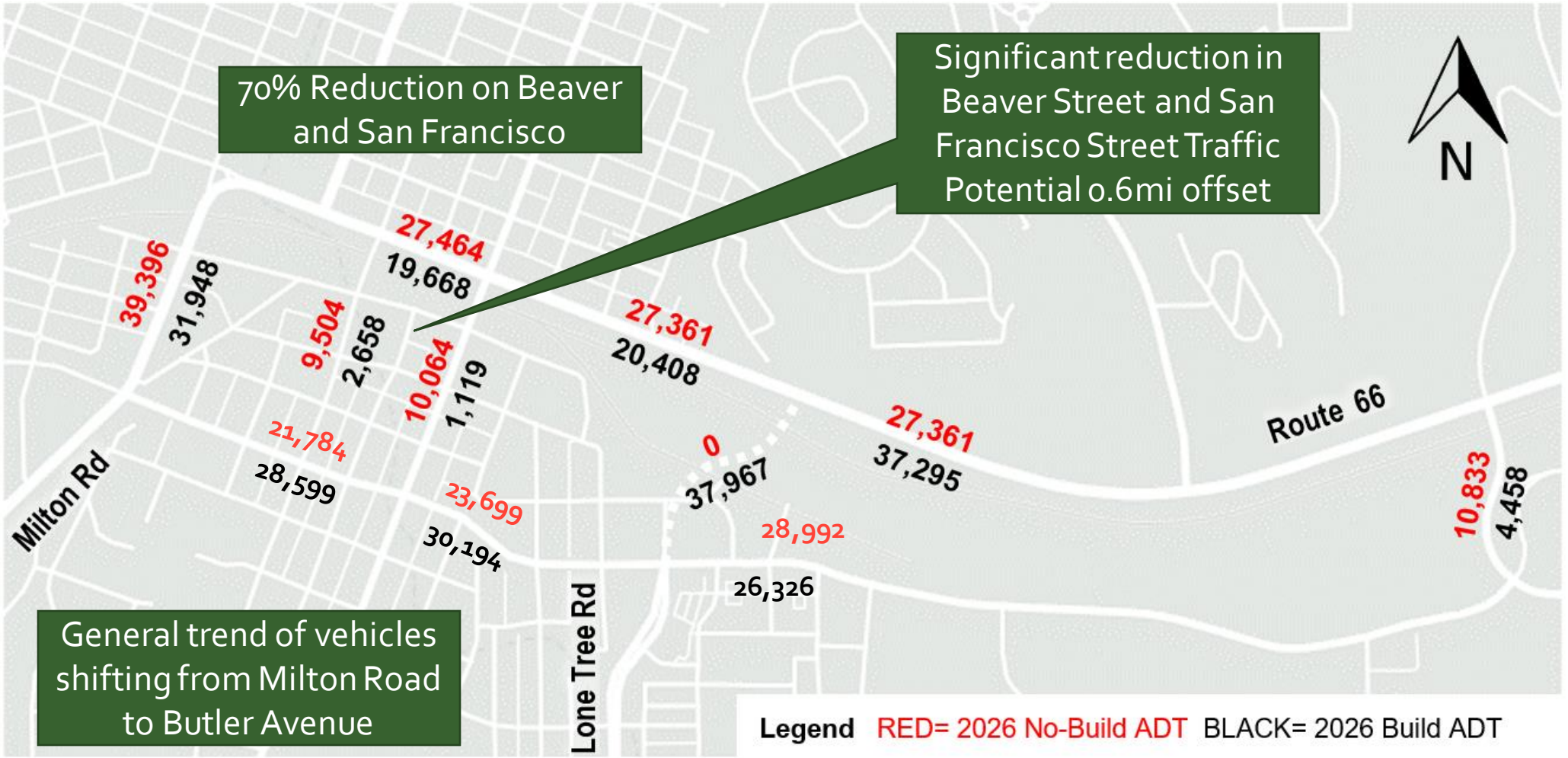
- Network Models
  - 6-Lane Model
  - 4-Lane Model
- Peak Hour

Network Model – 6 Lane Model (2026)

Year	VMT
2019	2,560,000
2026 B	**2,604,000**
2026 NB	**2,605,000**
2040 B	3,435,000
2040 NB	3,423,000

B = Build
NB = No-Build

Underlying model from MetroPlan

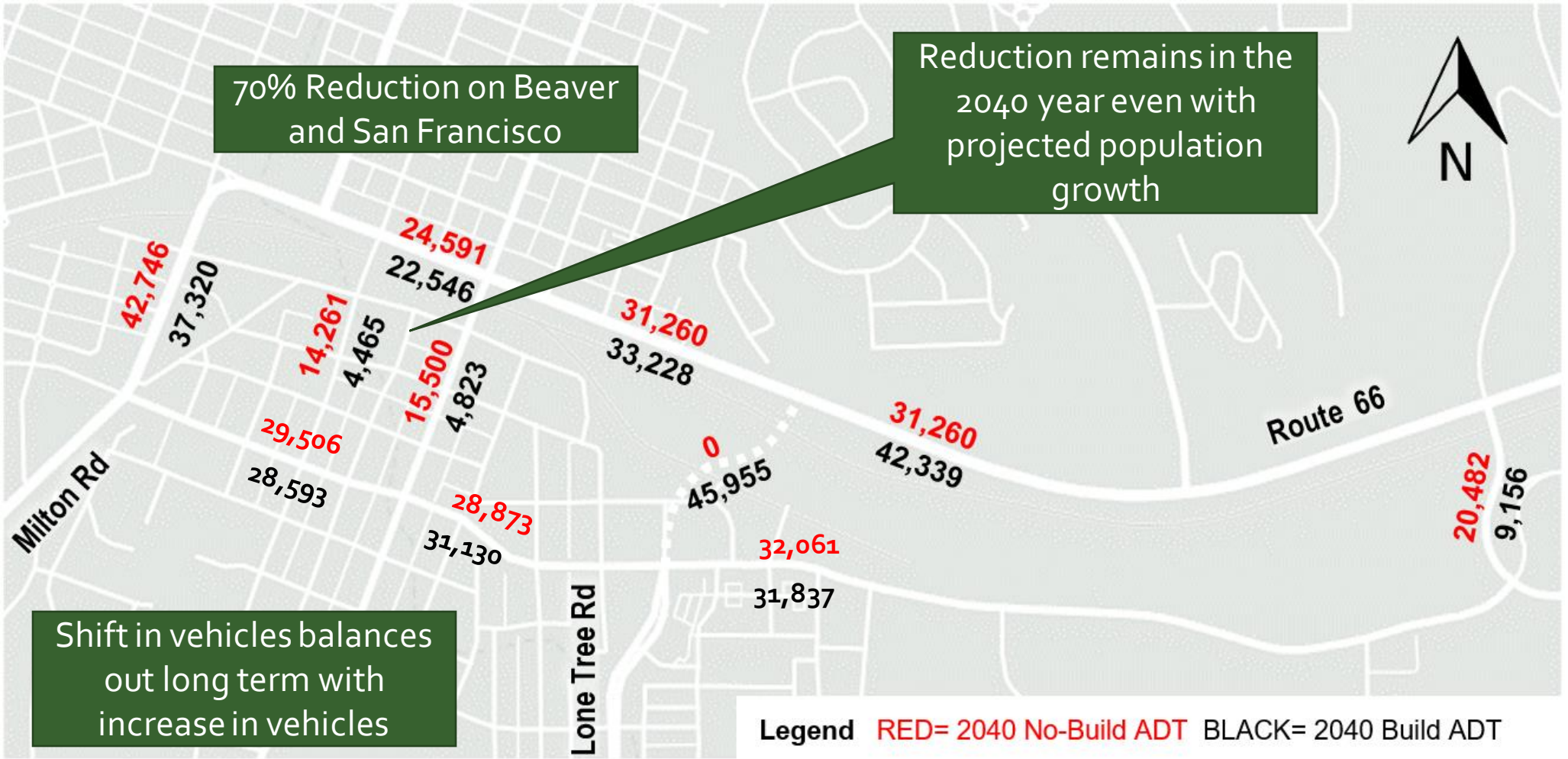


Network Model – 6 Lane Model (2040)

Year	VMT
2019	2,560,000
2026 B	2,604,000
2026 NB	2,605,000
2040 B	**3,435,000**
2040 NB	**3,423,000**

B = Build
NB = No-Build

Underlying model from MetroPlan

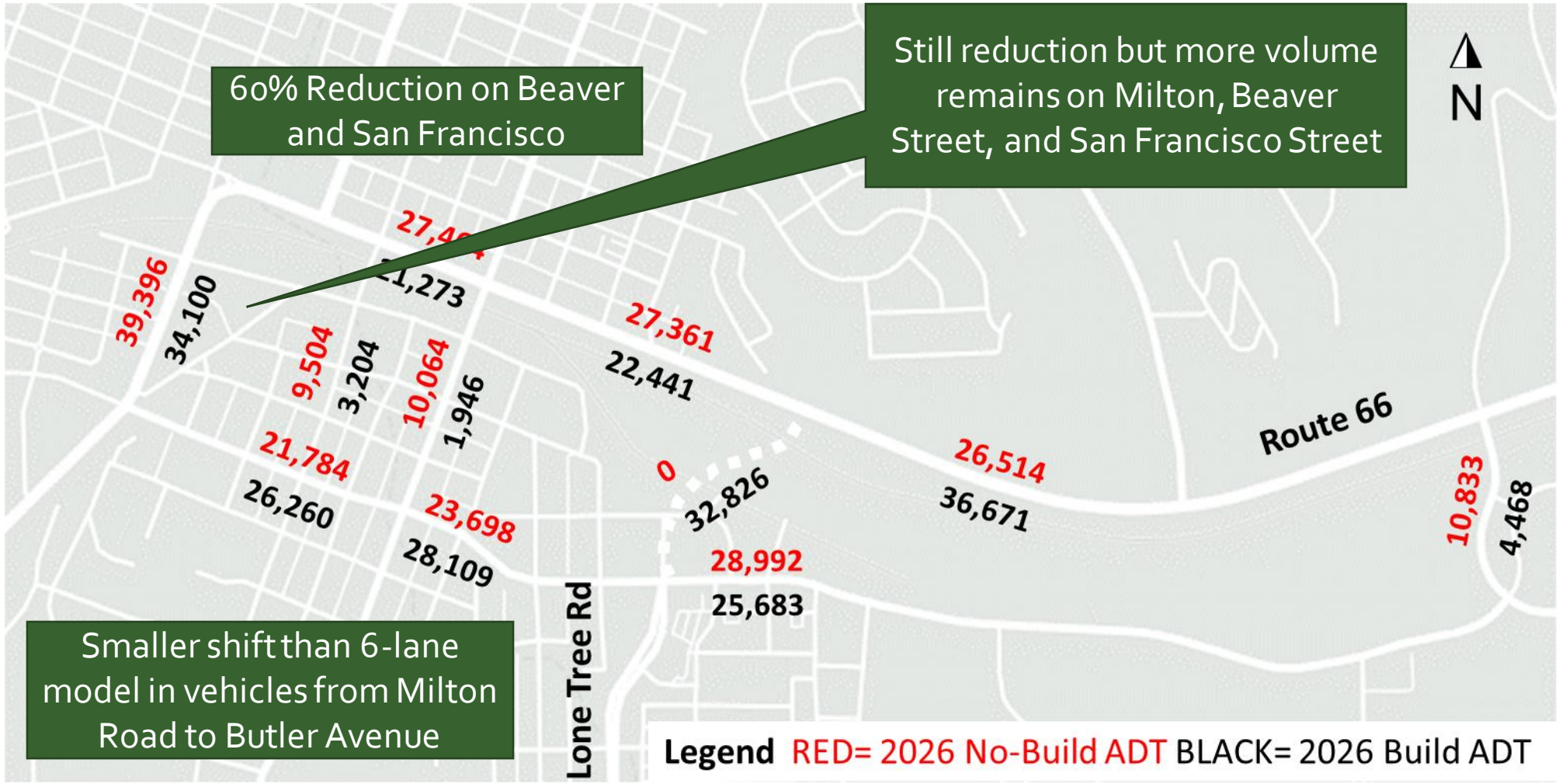


Network Model – 4 Lane Model (2026)

Year	VMT
2019	2,560,000
2026 B	**2,604,000**
2026 NB	**2,605,000**
2040 B	3,435,000
2040 NB	3,423,000

B = Build
NB = No-Build

Underlying model from MetroPlan

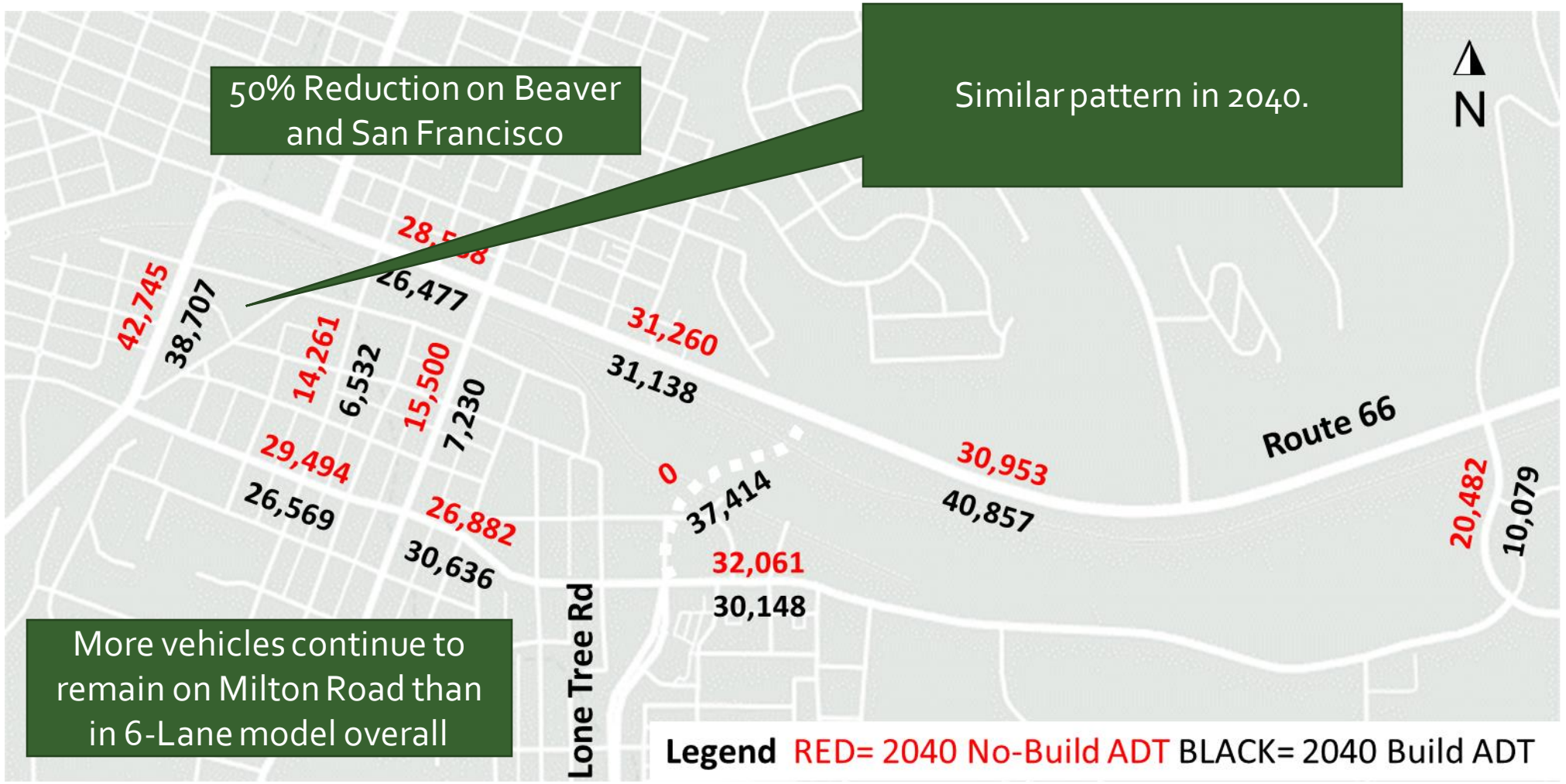


Network Model – 4 Lane Model (2040)

Year	VMT
2019	2,560,000
2026 B	2,604,000
2026 NB	2,605,000
2040 B	**3,435,000**
2040 NB	**3,423,000**

B = Build
NB = No-Build

Underlying model from MetroPlan



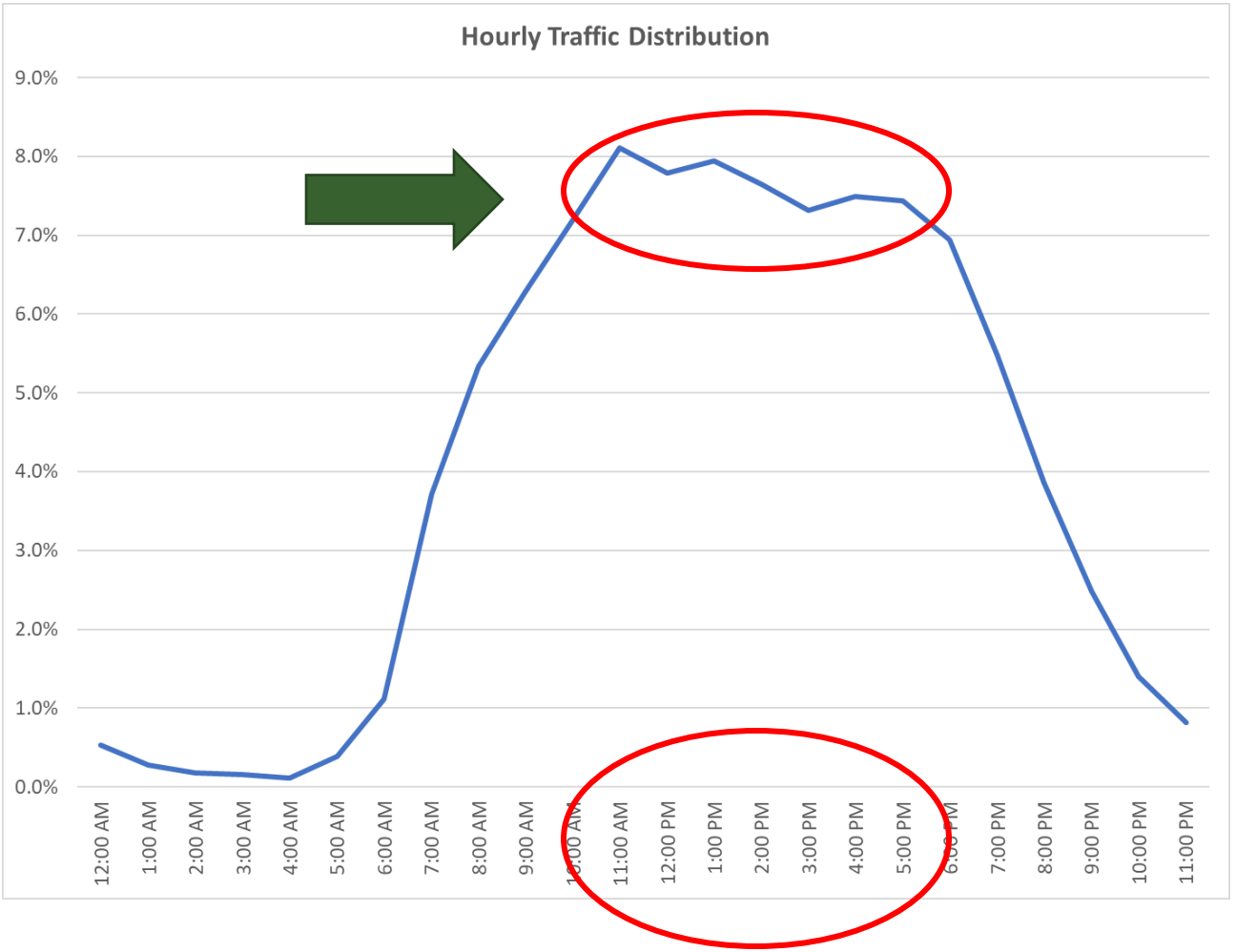
Network Differences

- **Lone Tree rebalances traffic in street network**
- **Desire by modeled traffic to use Lone Tree Road**
  - Popular roadway choice in network, Simpler, More efficient
- **6 Lane Model**
  - Built Out Intersection (TIA Concept)
  - Right Turn Lanes for improved intersection efficiency
  - Long turn storage lanes for increased roadway capacity
- **4 Lane Model**
  - Lower Capacity at Intersection
  - Shifts traffic back to Milton/Route 66 corridor

Peak Hour Analysis

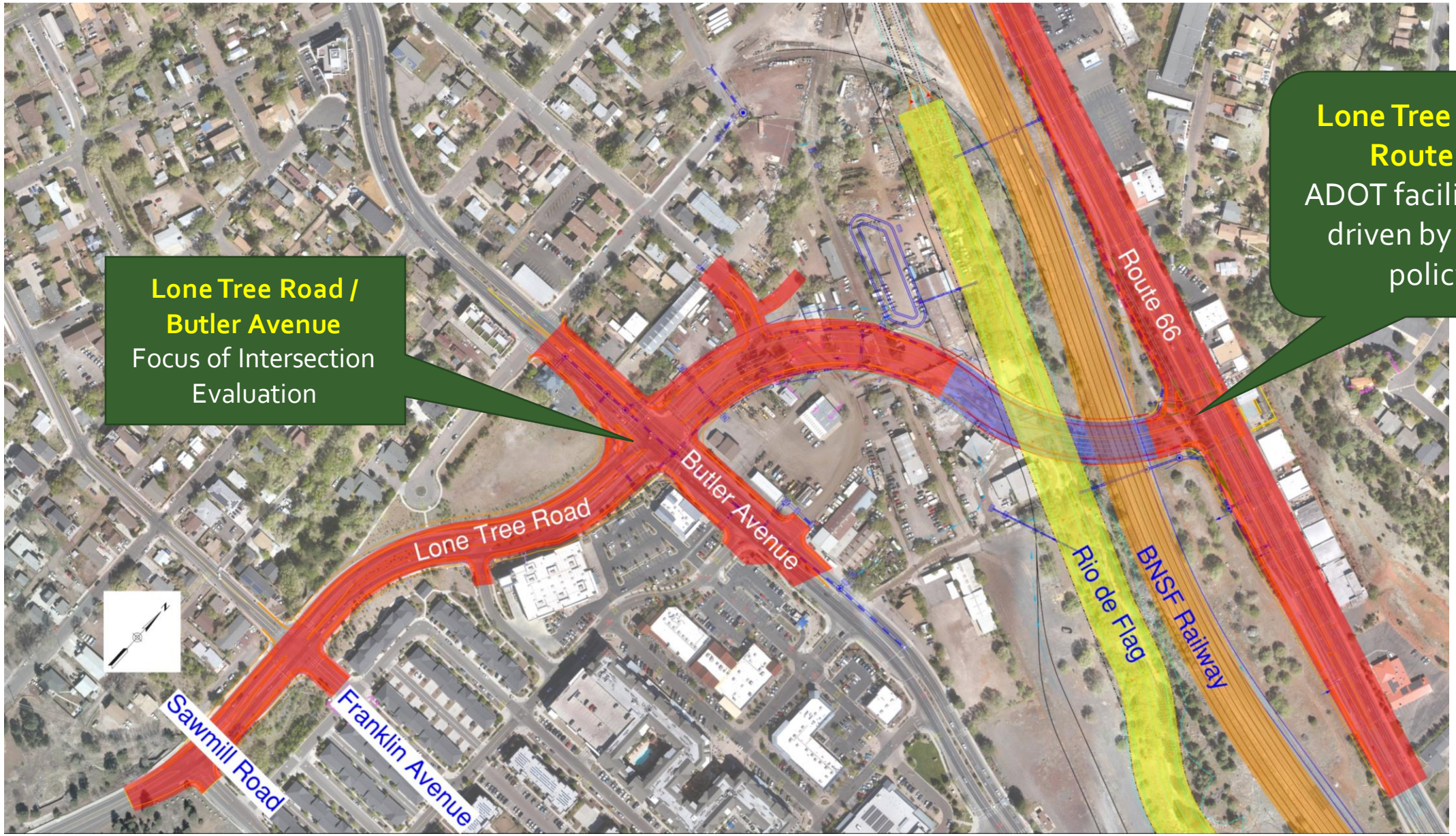
- **Peak Hour is a Standard Modeling Approach**
- **Ensures functionality for highest hour(s) on AVERAGE day**
  - » Approximately 8.1% of ADT
  - » Less than 10% variability between 10:00am and 6:00pm
- **Not worst hour of worst day of the year (not weekend tourism season)**

Butler Ave, April 2022



Intersections

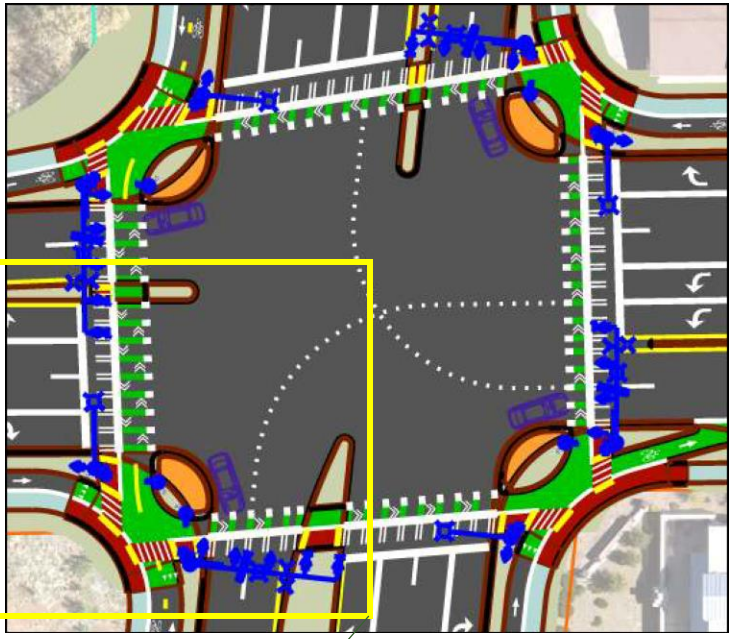
- Safety Features
- Review intersection alternatives at Butler
  - Pedestrian / Cyclist Users
  - Vehicles


Lone Tree Road / Butler Avenue
Focus of Intersection Evaluation
Lone Tree Road / Route 66
ADOT facility. Type driven by ADOT policy.
Lone Tree Road
Butler Avenue
Route 66
Rio de Flag
BNSF Railway
Sawmill Road
Franklin Avenue

✧ Safety Features

Protected Intersection – All Alternatives

- **Corner Wedge & Speed Bump**
  - To Moderate Speed
- **Corner Island**
  - Separates bike/peds from motorists
- **Pedestrian Queuing**
  - Visible waiting area at curb
- **Warning Markings at Conflict Points**
  - Yield Markings and Ped Crossing
- **Bike Queuing Area**
  - Waiting area outside of Multi-use Path
- **Bicycle Signals**
  - Clarifying times to cross intersection
- **Directional Guidance**
  - Supplemental Markings for Bikes
- **Bikeway Setback**
  - Increase visibility and time to react to motorists



- **Motorist Waiting Zone**
  - Space to wait for peds/bikes out of through traffic

Crash Modification Factors

Raised Median

Source: FHWA Office of Safety

Crash Reduction
Up to 77%

Source: CMF Clearinghouse (ID 2219)

Separated Bicycle Paths

Separated bicycle lanes may provide further safety benefits. FHWA is anticipating completion of research in Fall 2022.

Source: FHWA Office of Safety

Further Crash Reduction
Up to 25%

Source: CMF Clearinghouse (ID 9250)

High Visibility / Colored Crosswalk

Crash Reduction
Up to 19%-40%

Source: CMF Clearinghouse (ID 4123-4124)

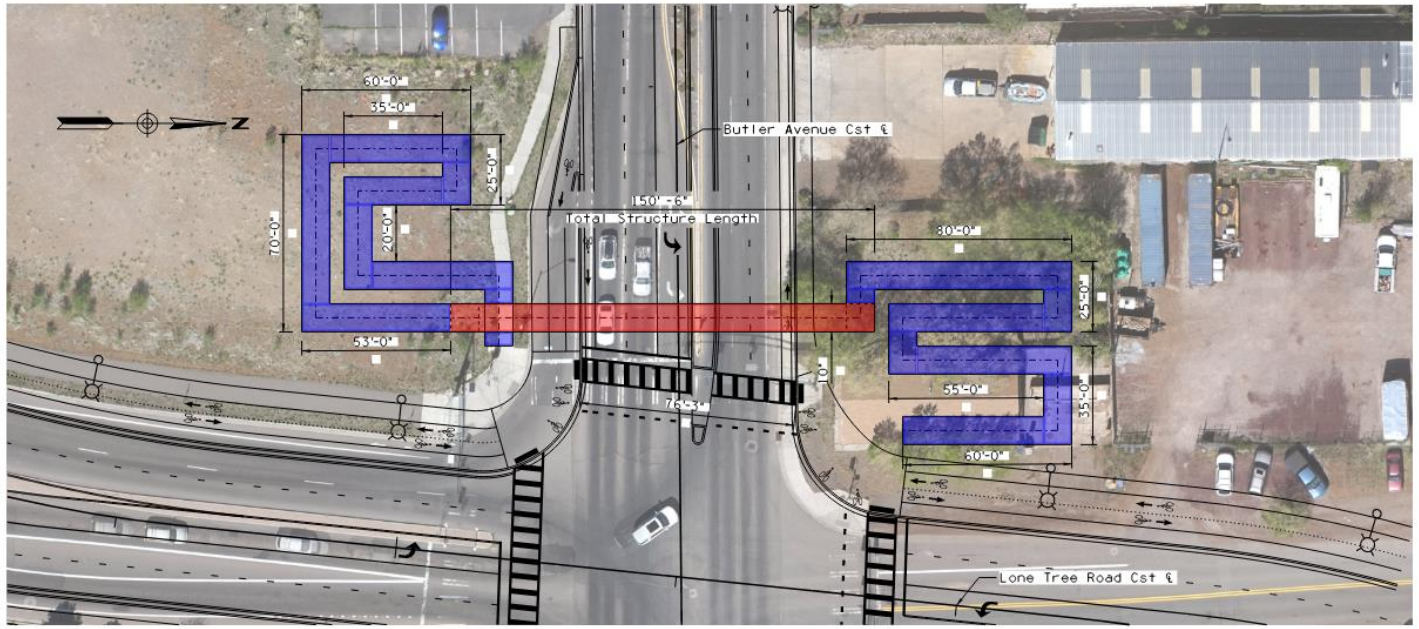
Leading Pedestrian Interval

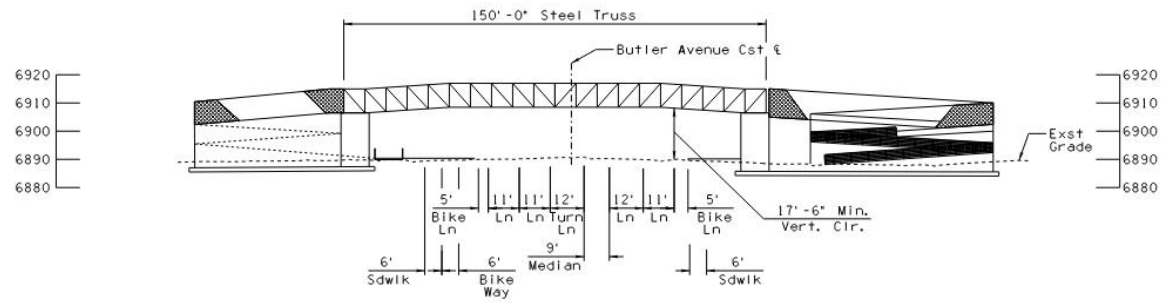
Source: FHWA Office of Safety

Crash Reduction
Up to 10%-19%

Source: CMF Clearinghouse (ID 9901-9918)

Pedestrian Overpass – Concept Evaluation





Notes:

1. Total length of pedestrian bridge: 763'-5"
   Estimate crossing time (using the bridge): 3 Minutes 38 Seconds
2. Total length of intersection crosswalk: 76'-3"
   Estimated crosing time (using the crosswalk): 22 Seconds
3. Bridge Cost Estimate: $2,500,000.00

ANTICIPATED PLANNING LEVEL COST
$2,500,000

GENERAL FEATURES

- Span Length = 150 ft
- Approach Spans = 300 ft
- Approach Grade is 15 H : 1 V or about 6.7% to meet ADA and PROWAG requirements
- Landings oriented to be near intersection corners
- Approaches laid out to minimize right-of-way impacts
- Requires purchase of one additional parcel on northwest corner

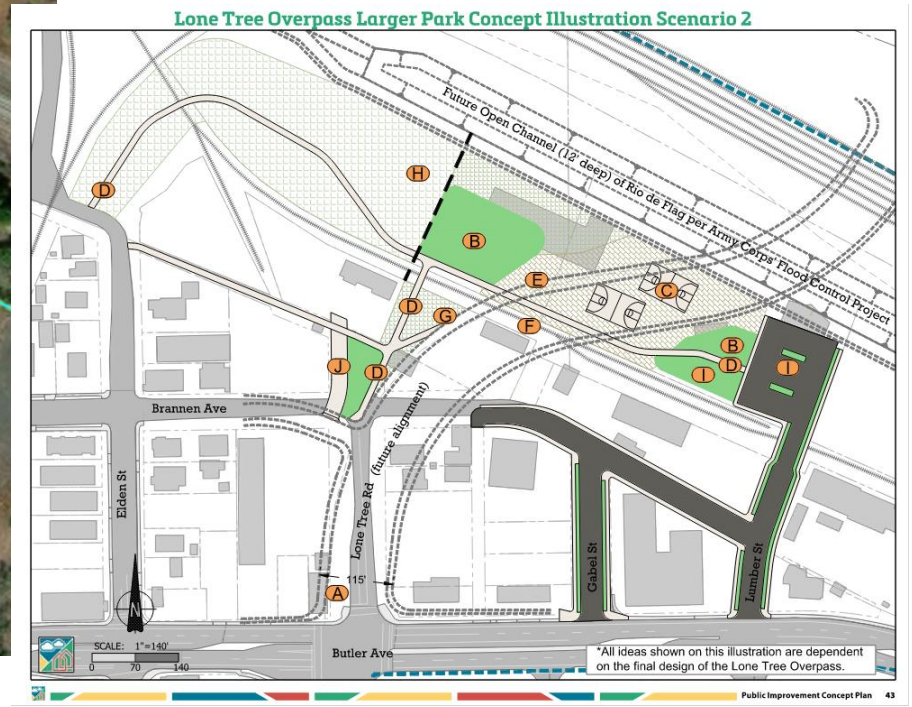
CROSSING FEATURES

- Total Crossing Length = 760 ft
- Total Crossing Time = 3.5 mins
- Intersection Length = 76 ft
- Intersection Crossing Time = 22s

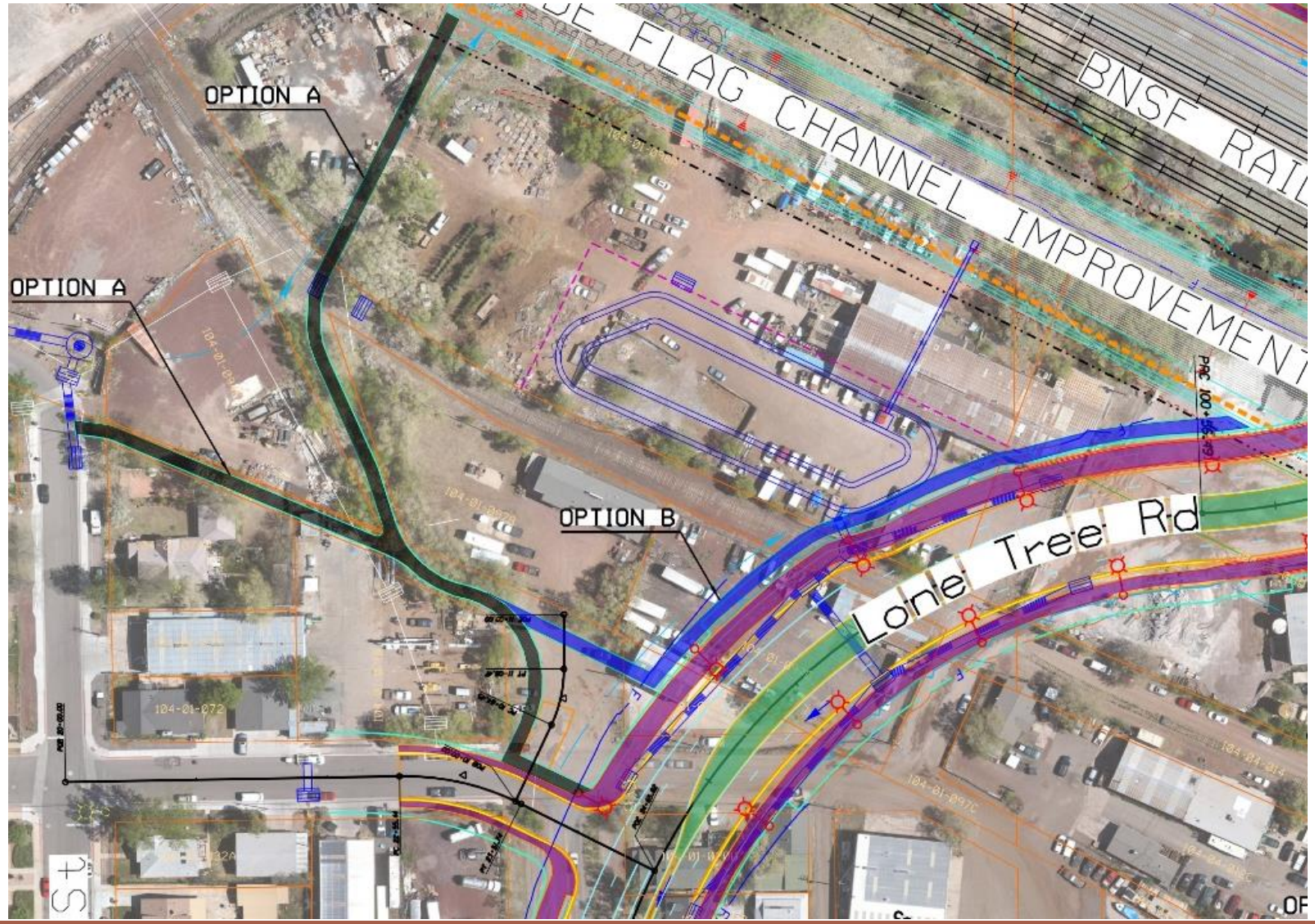
FUTS Trail Connection – Concept Evaluation

ATMP Concept

- Southside Rio Trail
  - San Francisco to Butler Avenue
- 10ft Aggregate Path
- 0.77 miles Length
- Project FUTS-166.01



FUTS Trail Connection – Concept Evaluation

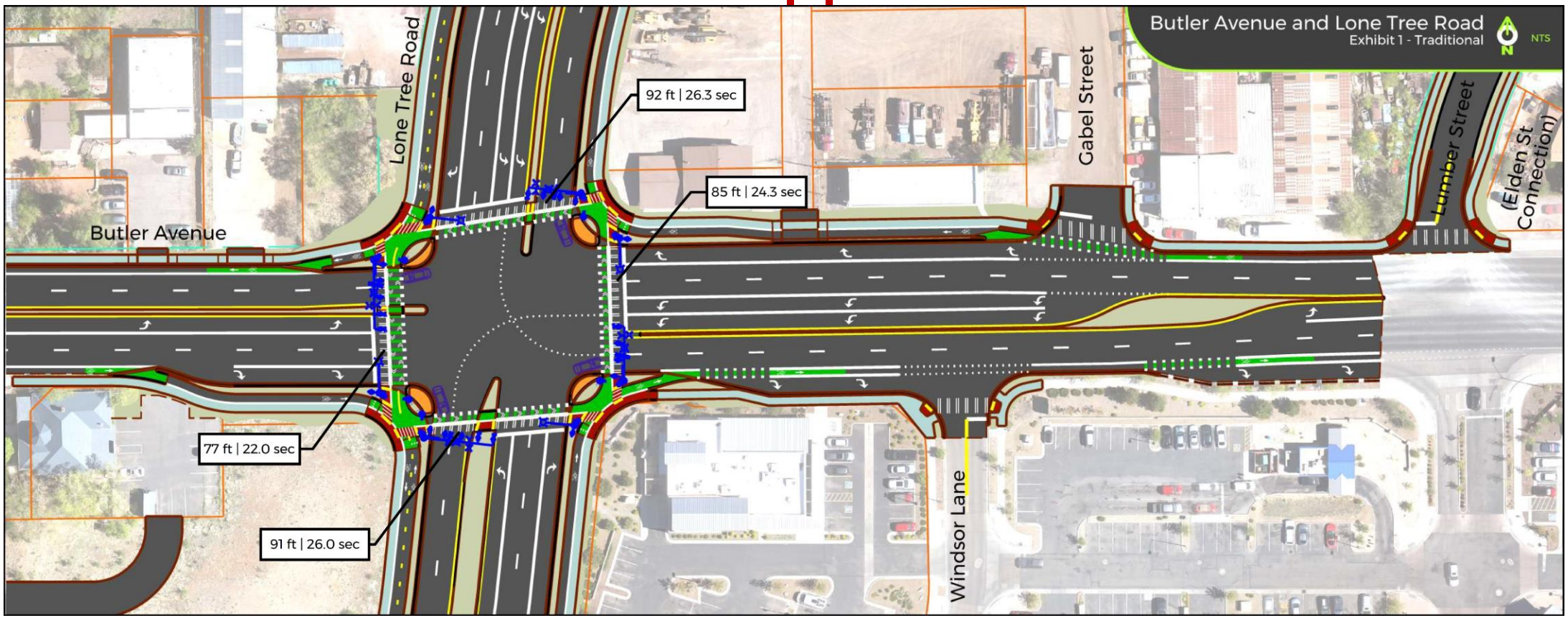


FUTS Concept

- Providing 10-ft combined utility corridor coinciding with FUTS and bicycle corridor
- Layout still being determined with ATMP, Southside Plan, and LTO
- Aligned between parcels to reduce impacts to Owners

✧ Intersection Alternatives

LTO & Butler – Standard Approach



Vehicle Features

- Two left-turn lanes (SB, WB)
- Channelized right-turn lanes (None)

Bicycle Features

- Separated bike lanes (LTO)

Pedestrian Features

- Raised median (S, W)

LTO & Butler – Standard Approach

S

Ped /Bike Crossing	Distance (ft)	Ped Time (sec)	Min. Bike Time (sec)
North Leg	92	26.3	5.1
South Leg	91	26.0	5.0
East Leg	85	24.3	4.7
West Leg	77	22.0	4.2

- **Design Features**
  - Pedestrian longest crossing distance 92 ft
  - Pedestrian longest crossing time 26.3 s
  - Bike longest crossing time 5.1 s
  - Available Green Time 22.6s (EB/WB Thru-PM)*
- **Pedestrian crossing times are based on 3.5 ft/s | 2.4 mph**
  - Per the Manual for Uniform Traffic Control
  - Assumes complete crossing during one single green +yellow phase
  - Slower Pedestrians, 2.8 ft/sec.(FHWA) Longest Crossing time 32.8 sec

LTO & Butler – Standard Approach

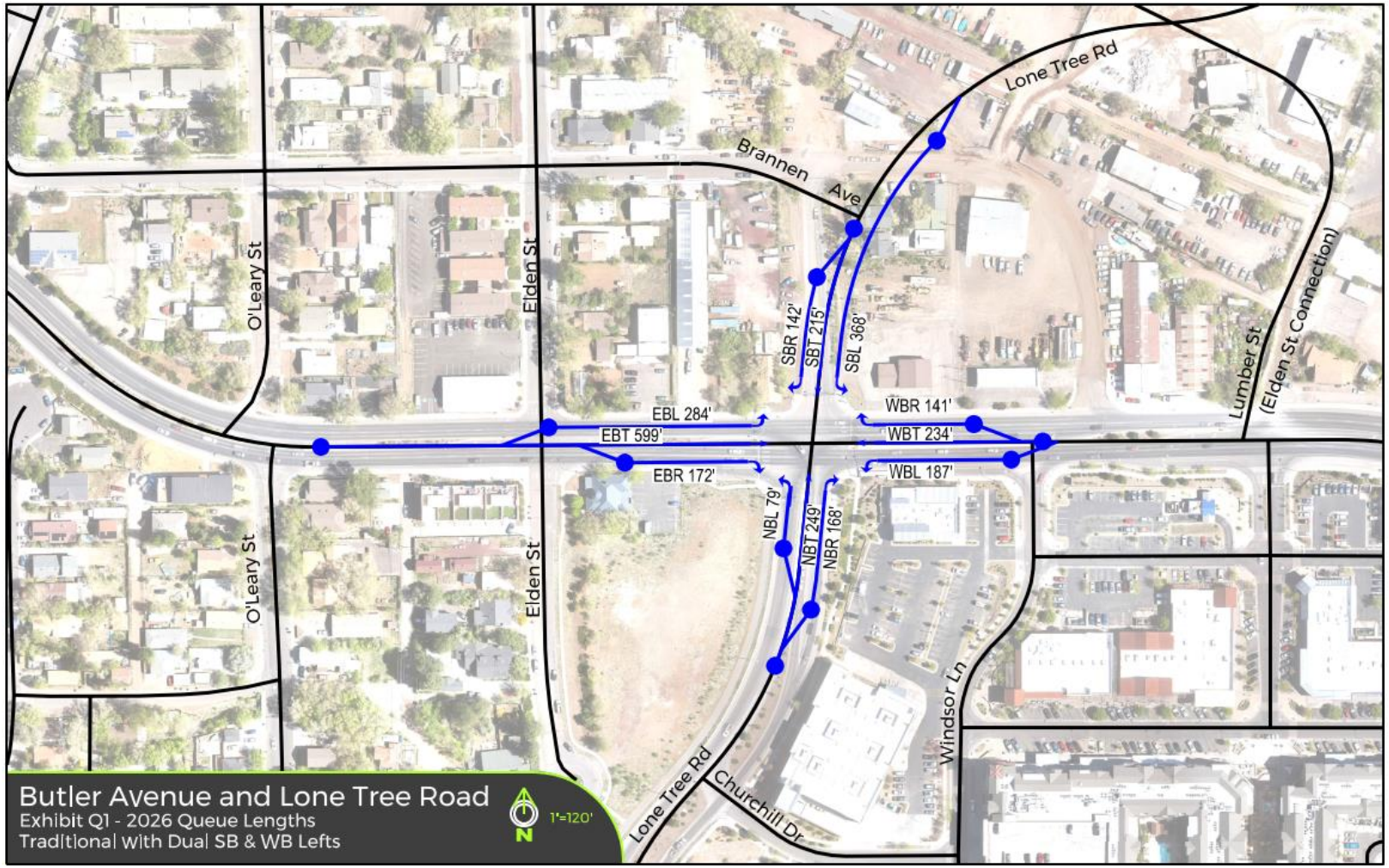
S

- **Performance (2026 PM Peak)**
  - Overall Level of Service D
  - Average Vehicle Delay: 46.9 sec
  - Queuing: Longest queue 599 ft (EB)
- **Performance (2040 PM Peak)**
  - Overall Level of Service E
  - Average Vehicle Delay: 70.7 sec
  - Queuing: Longest queue 772 ft

Year	Total Vehicle Delay (hours)	Fuel Used (gallons)
2026 (PM)	59.8	57.0
2040 (PM)	120.7	74.7

LTO & Butler – Standard Approach

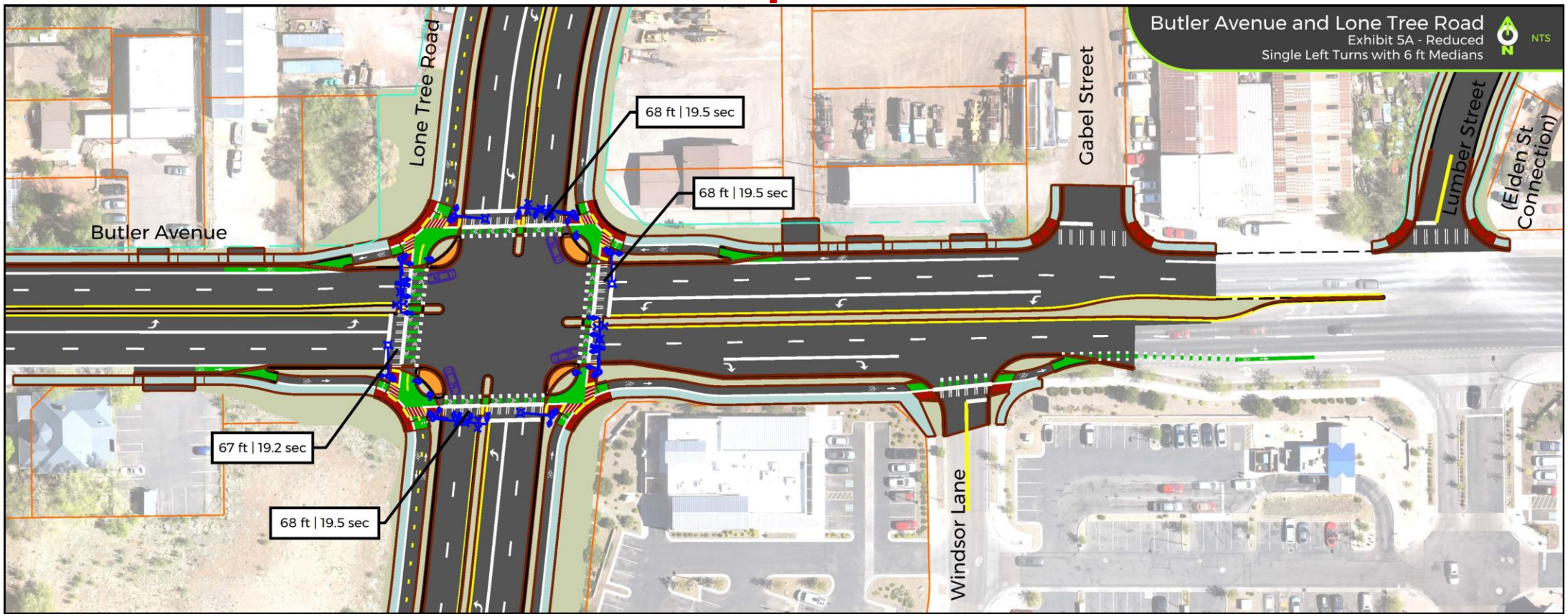
» Maximum Queues - 2026



Most Queues are less than 300' but with southbound left at 368' and Eastbound through at 599'

LTO & Butler – Small Footprint

5A



Vehicle Features

- Single left-turn lanes (All)
- Shared Through/Rights (All)

Bicycle Features

- Separated bike lanes (All)

Pedestrian Features

- Raised median (All)

LTO & Butler – Small Footprint

5A

Design Features

- Pedestrian longest crossing distance 68 ft
- Pedestrian longest crossing time 19.5 s
- Bike longest crossing time 3.7 s
- Available Green Time 20.1s (EB/WB Thru-PM)

Ped /Bike Crossing	Distance (ft)	Ped Time (sec)	Min. Bike Time (sec)
North Leg	68	19.5	3.7
South Leg	68	19.5	3.7
East Leg	68	19.5	3.7
West Leg	67	19.2	3.7

Pedestrian crossing times are based on 3.5 ft/s | 2.4 mph

- Per the Manual for Uniform Traffic Control
- Assumes complete crossing during one single green phase
- Slower Pedestrians, 2.8 ft/sec.(FHWA) Longest Crossing time 24.3 sec

LTO & Butler – Small Footprint

5A

- **Performance (2026 PM Peak)**
  - Overall Level of Service E
  - Average Vehicle Delay: 75.6 sec
  - Queuing: Longest queue 790 ft (EB)

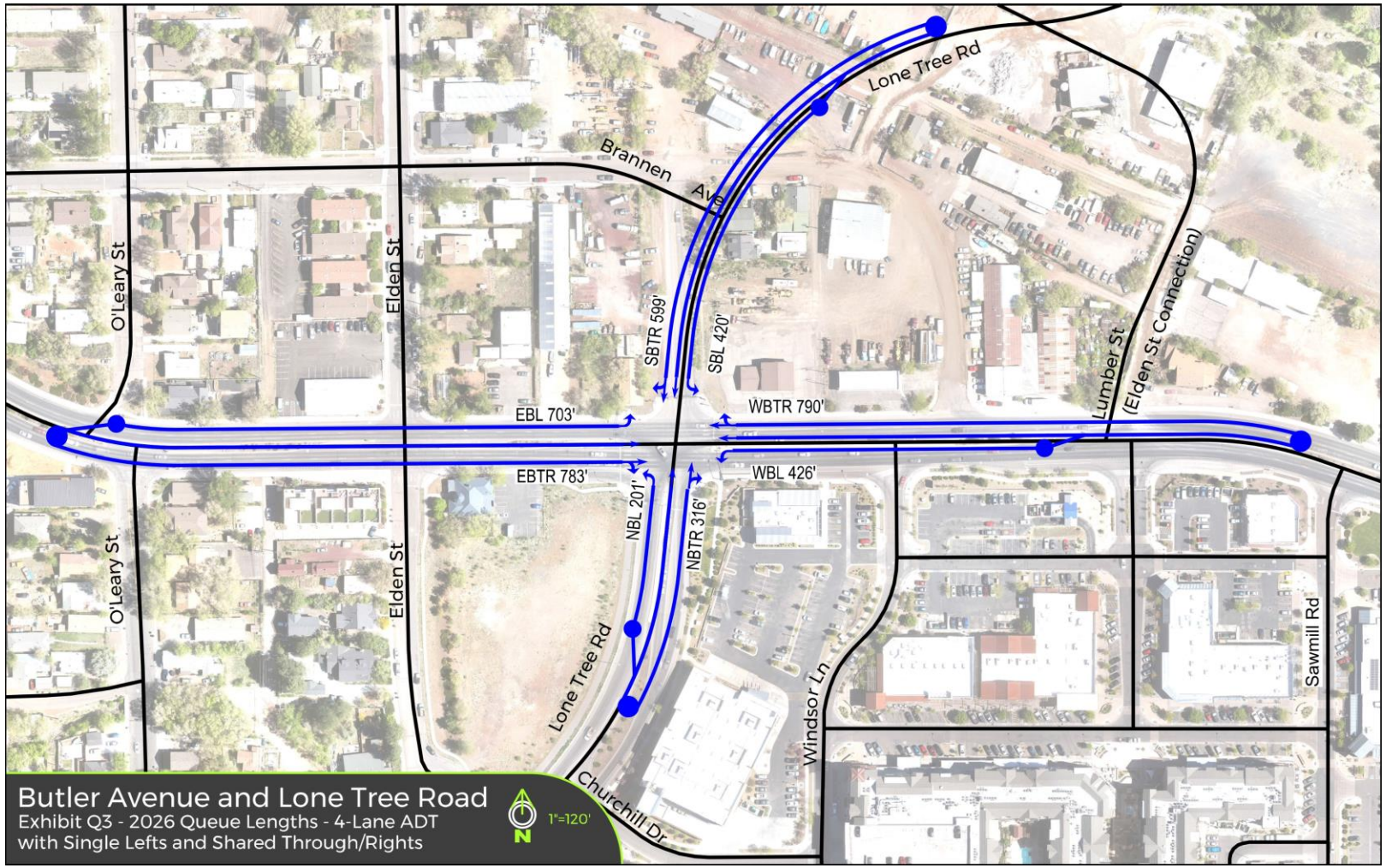
Year	Total Vehicle Delay (hours)	Fuel Used (gallons)
2026 (PM)	99.8	65.8
2040 (PM)	199.5	99.6

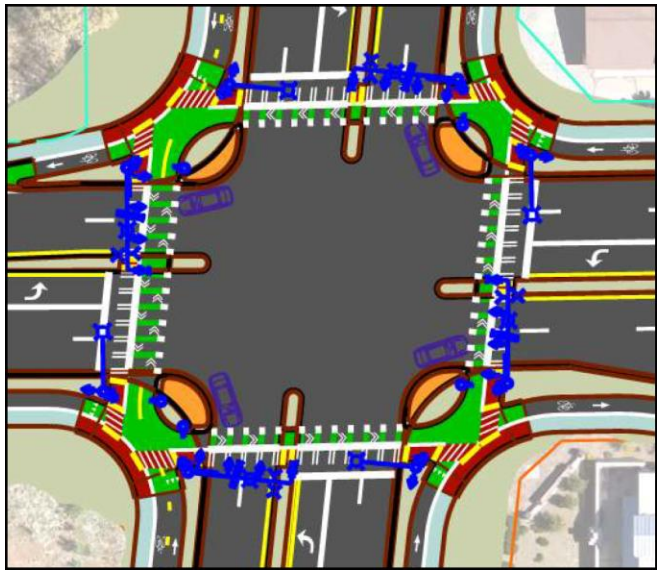
- **Performance (2040 PM Peak)**
  - Overall Level of Service F
  - Average Vehicle Delay: 120.7 sec
  - Queuing: Longest queue 1891 ft (EB to between Beaver St and San Francisco St)

LTO & Butler – Small Footprint

5A

» Maximum Queues - 2026



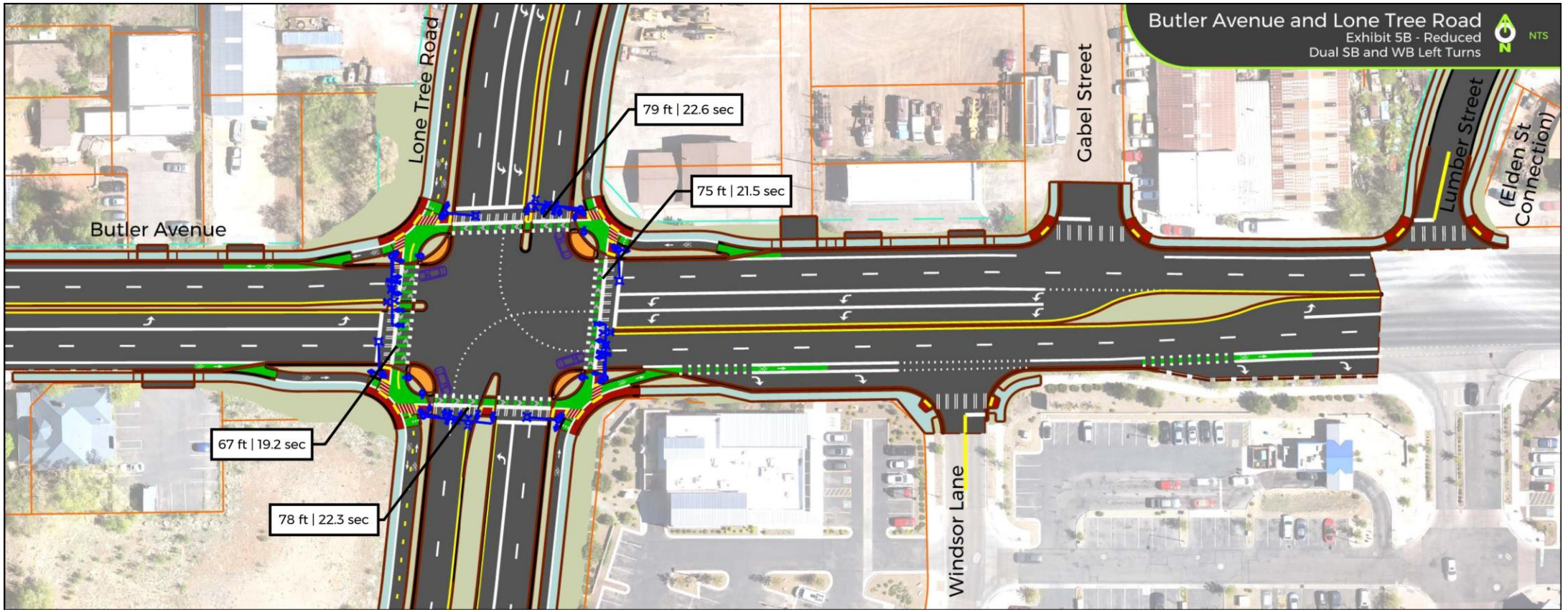


Three approaches with queues over 700' or approx. 35 cars/lane

Queues are similar to:
Moderate – A intersection (3A)
Moderate – B intersection (3B)

LTO & Butler – Moderate Footprint

5B



Vehicle Features

- Double left-turn lane (SB, WB)
- Shared Through/Rights (All)

Bicycle Features

- Separated bike lanes (All)

Pedestrian Features

- Raised median (All)

LTO & Butler – Moderate Footprint

5B

Design Features

- Pedestrian longest crossing distance 79 ft
- Pedestrian longest crossing time 22.6 s
- Bike longest crossing time 4.3 s
- Available Green Time 30.3s (EB/WB Thru-AM)

Ped /Bike Crossing	Distance (ft)	Ped Time (sec)	Min. Bike Time (sec)
North Leg	79	22.6	4.3
South Leg	78	22.3	4.3
East Leg	75	21.5	4.1
West Leg	67	19.2	3.7

Pedestrian crossing times are based on 3.5 ft/s | 2.4 mph

- Per the Manual for Uniform Traffic Control
- Assumes complete crossing during one single green phase
- Slower Pedestrians, 2.8 ft/sec.(FHWA) Longest Crossing time 28.2 sec

LTO & Butler – Moderate Footprint

5B

- **Performance (2026 PM Peak)**
  - Overall Level of Service E
  - Average Vehicle Delay: 70.9
  - Queuing: Longest queue 499 ft (NB)

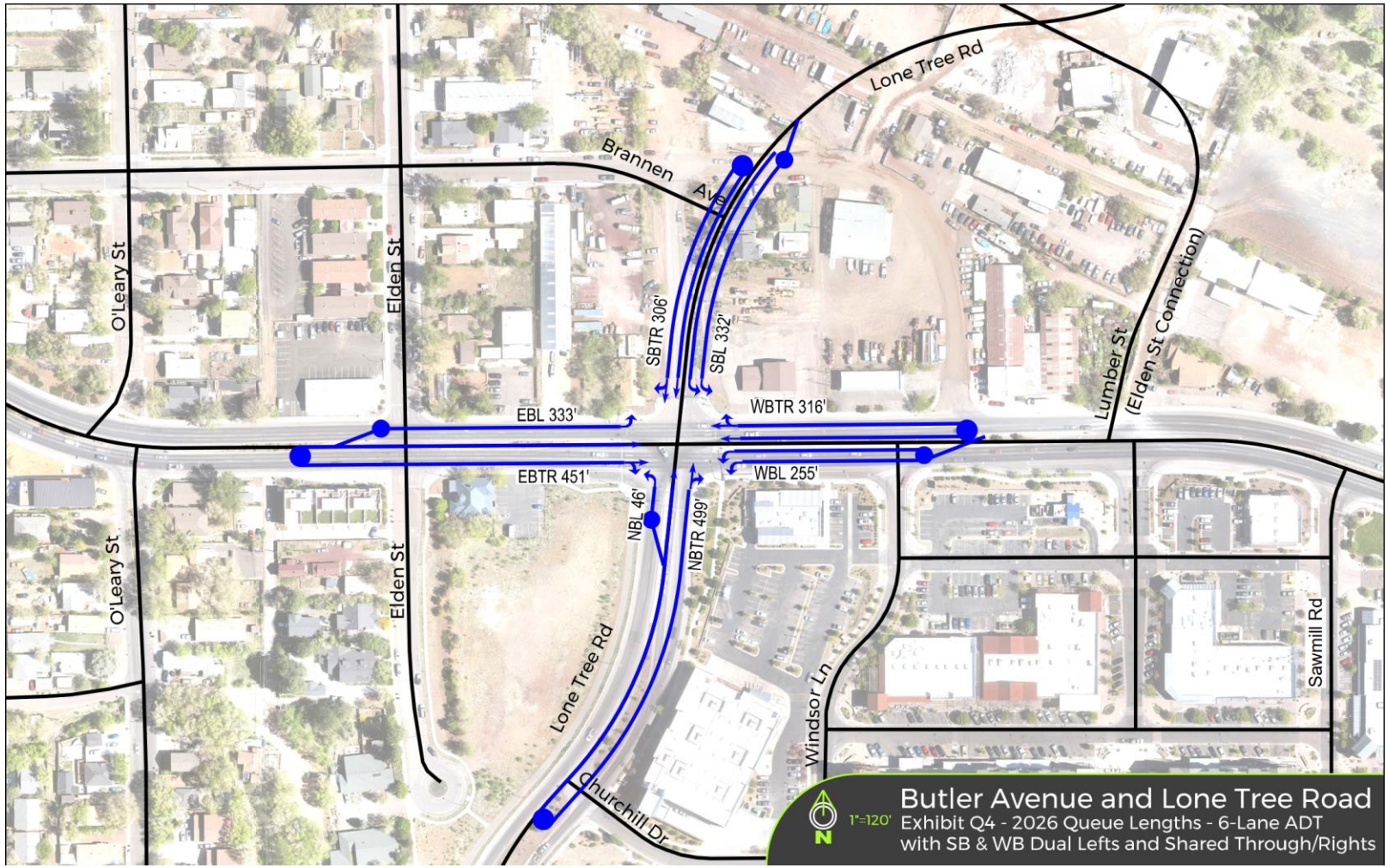
Year	Total Vehicle Delay (hours)	Fuel Used (gallons)
2026 (PM)	72.9	58.1
2040 (PM)	209.8	120.0

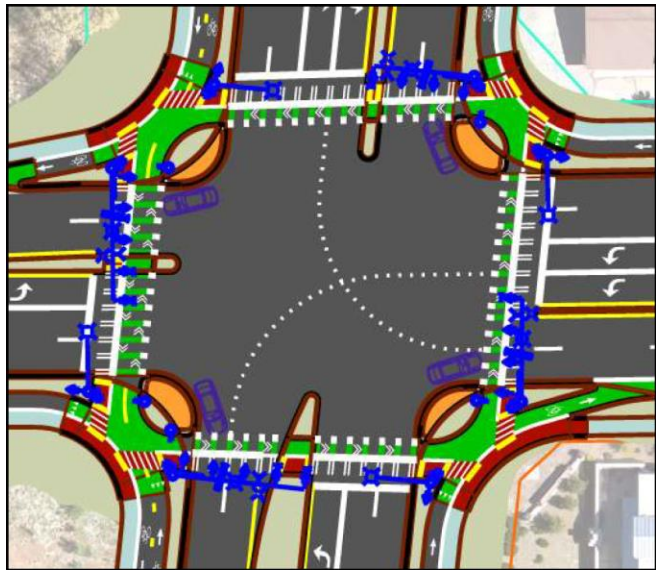
- **Performance (2040 PM Peak)**
  - Overall Level of Service F
  - Average Vehicle Delay: 145.7
  - Queuing: Longest queue 2,025 ft (EB to between Beaver St and San Francisco St)

LTO & Butler – Moderate Footprint

5B

» Maximum Queues - 2026

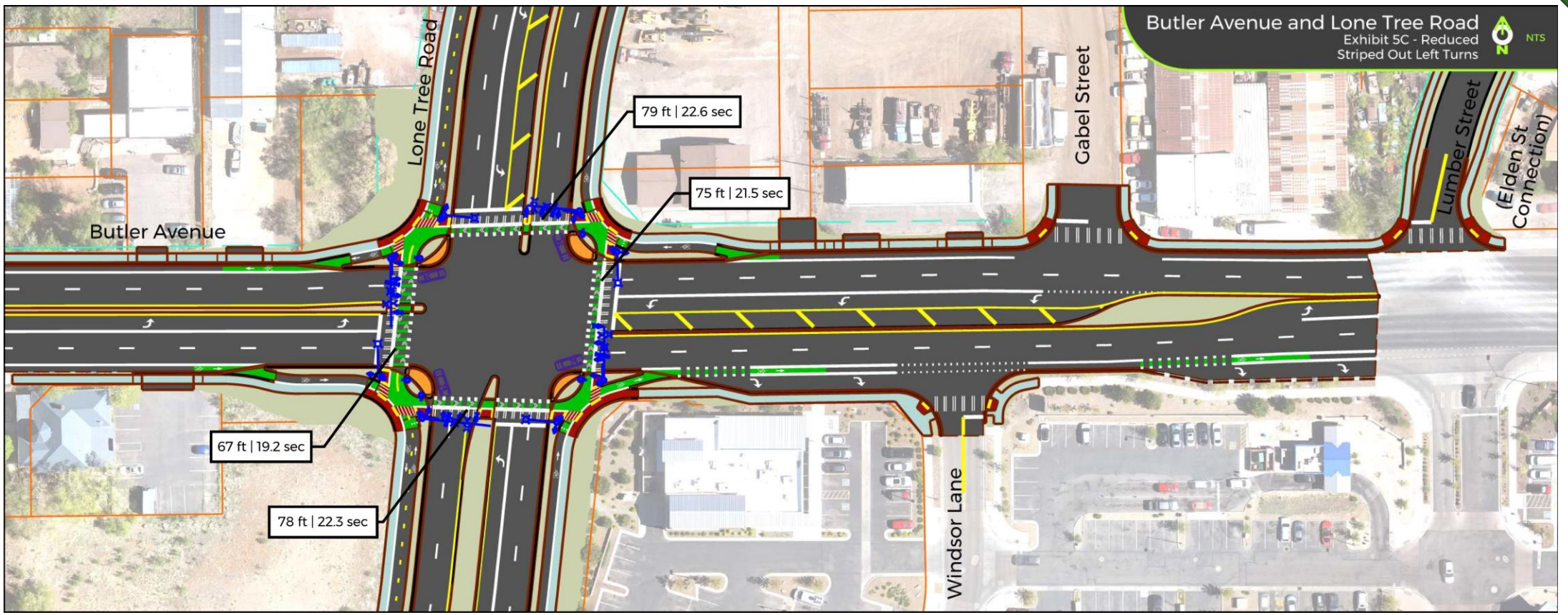




Queues are less than 500'

LTO & Butler – Modifiable - A

5C



Vehicle Features

- Single left-turn lanes (All)
- Future left-turn lane striped (SB, WB)
- Shared Through/Rights (All)

Bicycle Features

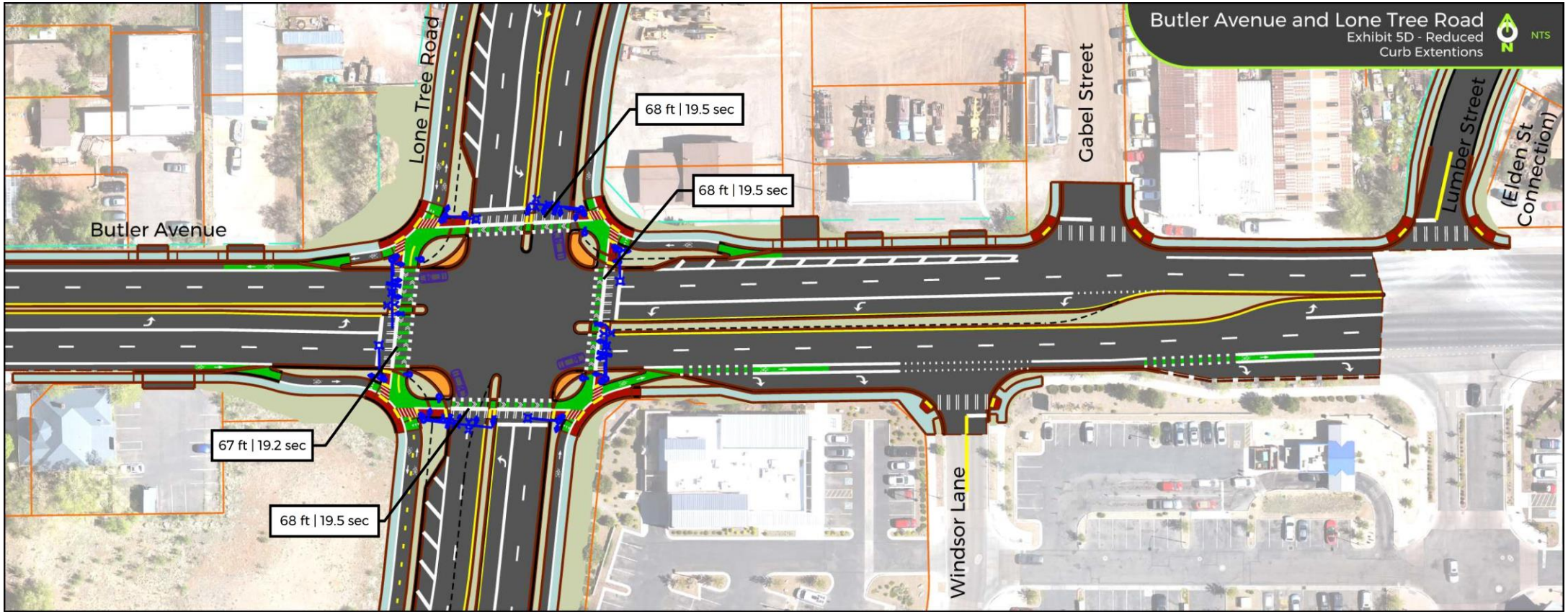
- Separated bike lanes (All)

Pedestrian Features

- Raised median (All)

LTO & Butler – Modifiable - B

5D



Vehicle Features

- Single left-turn lanes (All)
- Future outside curbs (NB, SB, WB)
- Shared Through/Rights (All)

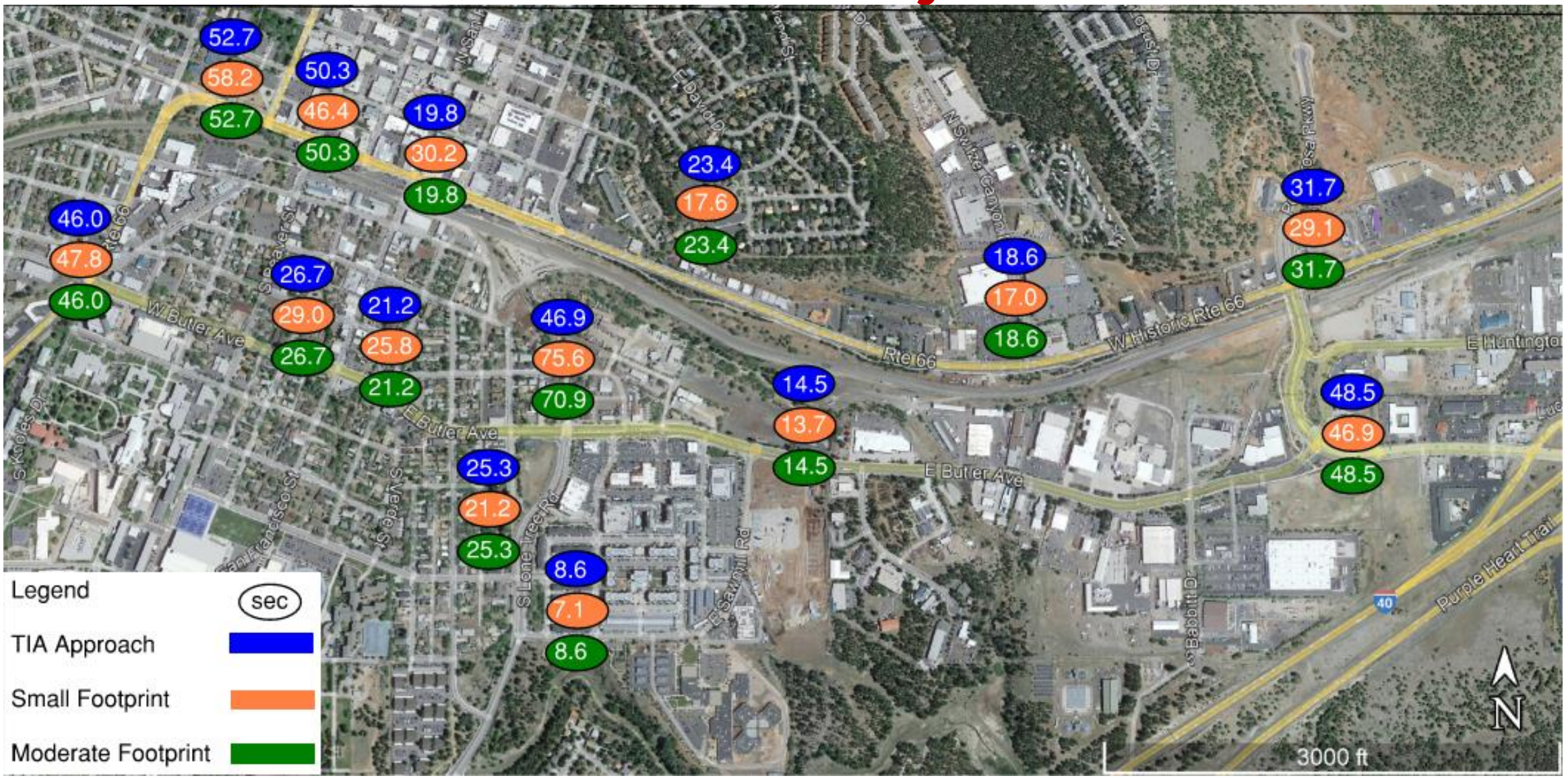
Bicycle Features

- Separated bike lanes (All)

Pedestrian Features

- Raised median (All)

LTO & Butler – Network Summary 2026



LTO & Butler – Network Summary 2040

ADOT Meeting – April 25th Report Out

- **Concerned about Options 5A and 5B for LTO/Butler**
  - Significant degradation in operations/queuing from original TIA submittal
  - Concern remains regarding SB queuing in 2040 backing into and impacting ADOT US 66 intersection
  - Extensive EB queuing (2,000+ ft) and LOS F of Butler intersection does not allow future flexibility to balance directional operations

Mountain Line – May 3rd Report Out

- **Excited to see project move forward with more connections**
- **Mountain Line does not intend to realign routes to the bridge but may use connection in emergencies**
- **Four key routes pass through Butler/Lone Tree: 3/4/7/14**
  - EB Thru, WB Thru, NB Left, and EB Right
  - 5A/5B Scenarios present an average 5 second delay between options
- **Not looking to relocate stops in this area but is requesting coordination for any impacts to existing stops**
- **Interested in exploring Transit Signal Priority along Butler Corridor**
  - At a minimum provide cabinet space for future compatibility

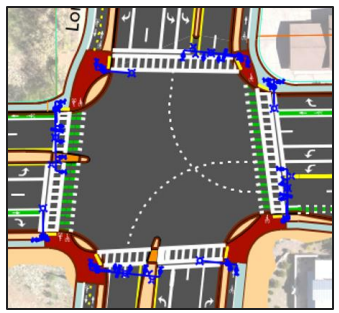
✧ Summary

LTO & Butler – Intersection Summary

Evaluation Criteria	Standard (S)	Small Footprint (5A)	Moderate Footprint (5B)	Modifiable - A (5C)	Modifiable - B (5D)
Protected/Separated Bicycle Facilities	All Legs	All Legs	All Legs	All Legs	All Legs
Pedestrian Crossing Length/Time	26.3 s	19.5 s	22.6 s	22.6 s	19.5 s
Total Fuel Used (Gallons/Hr) (2026)	57.0	65.8	58.1	65.8	65.8
Average Vehicle Delays (2026)	46.9 s	75.6 s	70.9 s	75.6 s	75.6 s
2040 Projection Compatible	High	Low	Moderate	Moderate	Moderate
Construction Cost	$1,800,000	$1,090,000	$1,300,000	$1,300,000	$1,340,000
Compatible with City Code:	Yes	No	No	No	No

Legend:

- 5 – Great
- 4 – Good
- 3 – Average
- 2 – Below Ave
- 1 - Poor



12. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Senior Deputy City Manager
Co-Submitter:	Greg Clifton, City Manager
Date:	06/01/2022
Meeting Date:	06/07/2022

TITLE

Citizen Bond Committee Recommendations

STAFF RECOMMENDED ACTION:

Request direction from City Council on the bond measure categories and projects to be placed on the November 2022 general election.

EXECUTIVE SUMMARY:

The City Council provided direction to City staff to create a Citizen Bond Committee to consider three bond measure categories in infrastructure, housing, and climate action. City Council members recommended members for the City Manager appointed ad-hoc committee. These committee members began meeting in November 2021 and identified the twelve recommended priorities that will be presented to City Council today.

INFORMATION:

The Citizen Bond Committee began meeting in November 2021 about the three bond measure categories in infrastructure, housing, and climate action. The committee adopted a charter and identified a weekly meeting schedule. City staff presented information, provided clarification, and answered committee members questions on each bond project. A citizen bond committee webpage was created and the Public Affairs team provided information to the public through videos, advertising, and social media postings.

Committee members considered their identified priorities, received input via a community survey, and completed a forced ranking exercise. These tools became the foundation for the facilitated process where the committee reduced the $206 million dollar list of projects to the twelve recommended projects.

These twelve recommendations are being presented to City Council today to determine what bond projects, if any, will be placed on the November 2022 general election and to confirm how they will be categorized.

Attachments: Presentation

Citizen Bond Committee

Bond Recommendations

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Agenda

- Background
- Information Sharing
- Committee Input
- Deliberation Process
- Bond Project Recommendations
- Bond Category Recommendations
- Cost of Recommendations
- Appendix

Background

Citizen Bond Committee

- Committee members began meeting in November 2021
- Adopted a Charter
- Met weekly to hear presentations on bond projects and seek more information
- Toured the Wildcat Hill and Rio de Flag plants
- Considered the three bond categories identified by City Council
- Spent 31 hours in meetings in addition to individual review time
- Narrowed down cost of projects from $206 million

Background

General Obligation Bonds

- $100 million in capacity at current tax rate of 0.8000 per $100 of Net Assessed Valuation

Residential Taxpayer Impacts

- For planning purposes:
  - 20-year debt issuance at 5% interest rate
  - $10M, $25M, $70M and $100M in bonds
  - Average Class 3 Residential Assessed Value - $287,000, 0% growth
  - Total rate stays within current rate: 0.8000

Amount of Voter Authorization	Total Principal and Interest Paid	Estimated Tax Rate Required	Residential Annual Impact	20-Year Impact
$ 10,000,000	$ 15,934,493	0.0777	$ 21	$ 420
$ 25,000,000	$ 39,836,233	0.1942	$ 53	$ 1,060
$ 70,000,000	$ 111,541,453	0.5437	$ 147	$ 2,940
$100,000,000	$ 159,344,933	0.7767	$ 210	$4,200

Commercial Taxpayer Impacts

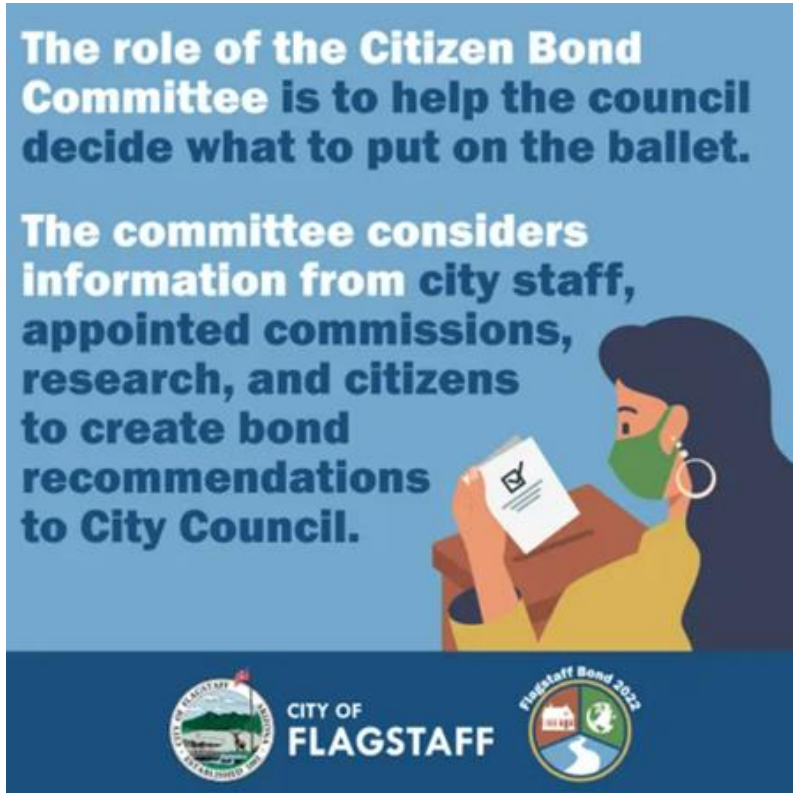
- For planning purposes:
  - 20-year debt issuance at 5% interest rate
  - $10M, $25M, $70M and $100M in bonds
  - Commercial Property at $270,000 Assessed Value, 0% growth
  - Total rate stays within current rate: 0.8000

Amount of Voter Authorization	Total Principal and Interest Paid	Estimated Tax Rate Required	Commercial Annual Impact	20-Year Impact
$ 10,000,000	$ 15,934,493	0.0777	$ 37	$ 740
$ 25,000,000	$ 39,836,233	0.1942	$ 97	$ 1,840
$ 70,000,000	$ 111,541,453	0.5437	$ 257	$ 5,140
$100,000,000	$ 159,344,933	0.7767	$ 367	$ 7,340

Information Sharing

- Dedicated web page to Citizen Bond Committee
  - Agendas, handouts & notes
  - Meeting recordings
- Created a bond logo
- Worked with Public Affairs on awareness videos, advertising and social media posts
  - Citizen Bond Committee
  - General Obligation Bonds
  - Community survey

Information Sharing



Meetings evolved to 4:00 to 5:30 pm beginning on February 3, 2022

Committee Input

- Community Survey
  - Mailed postcards to residents with invitation to participate
  - Banners, advertising, and social media for additional outreach
  - 1,385 responses
  - Representative random sample to match community demographics for age 18 and older
  - Provided ranked points for each bond project
- Meetings were advertised and open to public attendance

Deliberation Process

- Committee members considered community survey and committee survey results along with staff priorities
- Completed a forced ranking exercise
- Participated in a facilitated process to identify the top 12 priorities
  - Three facilitated meetings to identify 12 priorities
  - Hybrid meeting to support in-person and virtual attendance
  - Staff was not in attendance

Bond Project Recommendations

1. Stormwater: Increase capacity of flood waters within Spruce Wash to mitigate future flood events ($26m)
2. Housing: Redevelop City owned housing to create affordable rental opportunities ($5m)
3. Wastewater: Update Wildcat Hill Treatment Plant with equipment to increase capacity and maintain public health and regulatory compliance ($21m)
4. Housing: Use self-sustaining loan fund to partner with private developers and repurpose existing buildings into affordable rental opportunities ($2-3m)

Bond Project Recommendations

5. Public Safety: Replace 20-year-old fire engine and water tankers used to fight wildfires ($2.2m)
6. Wastewater: Implement three energy efficiency projects: convert byproduct gases into energy to provide heat and electricity at the plant; purchase a backup generator to address low-flow power outages; and purchase varied speed blowers to match demand ($8.1m)
7. Climate Action: Full home retrofits to increase energy efficiency, lower costs, and increase air safety ($2-7m)

Bond Project Recommendations

8. Housing: Use self-sustaining loan fund to incentivize the private sector to incorporate affordable rental housing into new developments ($3-8m)
9. Climate Action: Conduct energy efficient upgrades to City of Flagstaff facilities ($1m)
10. Wastewater: Update wastewater treatment plants with new electrical distribution system and other equipment upgrades ($6m)

Bond Project Recommendations

11. Housing: Expand homebuyer down payment assistance loan program ($6-11m)
12. Wastewater: Update receiving station infrastructure at both wastewater treatment plants to prevent equipment damage ($11.9m)

Bond Category Recommendations

- Public Safety Infrastructure
- Stormwater and Wastewater Infrastructure
- Housing
- Climate Action

Cost of Recommendations

Public Safety Infrastructure Projects	Cost
Wildfire Engines (5)	$ 2,185,000
Total Public Safety Infrastructure	$ 2,185,000

Cost of Recommendations

Stormwater & Wastewater Infrastructure Projects	Cost
Spruce Wash (1)	$ 26,000,000
Wildcat Capacity (3)	$ 21,000,000
Wastewater Energy Efficiency (6)	$ 8,100,000
Wastewater Treatment Upgrades (10)	$ 5,972,439
Receiving Stations (12)	$ 11,900,000
Total Stormwater & Wastewater Infrastructure	$ 72,972,439

Cost of Recommendations

Housing Projects	Low Cost	High Cost
Redevelop City Owned Housing for Rental (2)	$ 5,000,000	$ 5,000,000
Repurpose Existing Building into Rental (4)	$ 2,000,000	$ 3,000,000
Incentivize Rental Housing (8)	$ 3,000,000	$ 8,000,000
Homebuyer Assistance (11)	$ 6,000,000	$ 11,000,000
Total Housing	$ 16,000,000	$ 27,000,000

Cost of Recommendations

Climate Action Projects	Low Cost	High Cost
Home Energy Retrofits (7)	$ 2,000,000	$ 7,000,000
City Efficient Facilities (9)	$ 1,000,000	$ 1,000,000
Total Climate Action	$ 3,000,000	$ 8,000,000
GRAND TOTAL	$94,157,439	$110,157,439

Council Questions & Discussion

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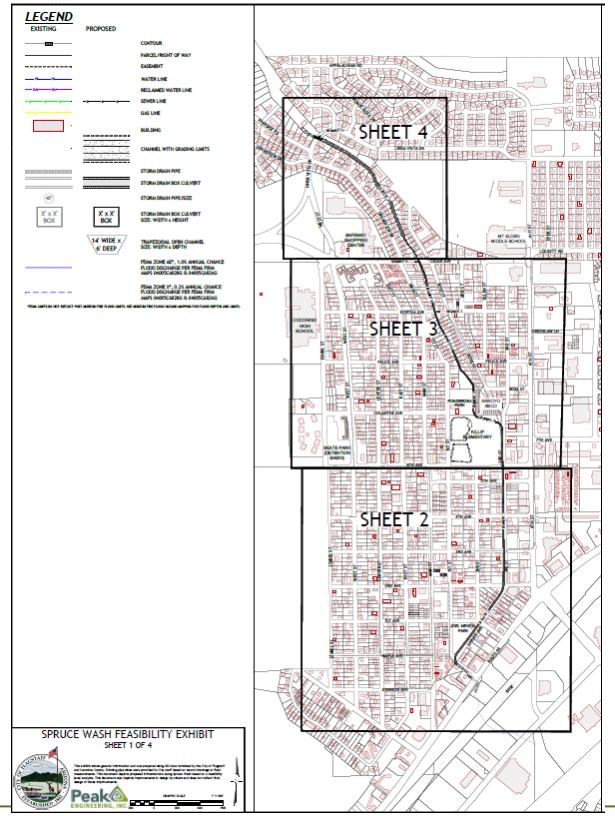
Appendix

Spruce Wash

Spruce Channel Master Plan

- **History** – Watershed that feeds Spruce Wash significantly burned, leading to flooding along this channel during 2021 monsoon events.
- **What** – Overview and analysis of the necessary improvements to maximize the capacity of Spruce Wash from Rt. 66 to Linda Vista Drive.
- **Status** – Feasibility study under internal review.



Spruce Wash

Linda Vista Culvert Improvement

- **History** – Initial improvements completed in 2020, recent flooding events show necessity for increased capacity.
- **What** – Increasing the capacity of culvert under Linda Vista Drive to mitigate flooding on Grandview and into Sunnyside neighborhoods.
- **Status** – Peak Engineering conducting studies of current design and alternatives.

Spruce Wash

Cedar Avenue Culvert Improvement

- **History** – Culvert at Cedar Ave does not have sufficient capacity to convey small flood events.
- **What** – Increasing the capacity of culvert under Cedar Avenue to allow flow to remain within the channel.
- **Status** – Peak Engineering is conducting studies of current design and alternatives.

Spruce Wash

Dortha Inlet Improvement

- **History** – Existing 60" pipe installed circa 1960's. Does not accommodate post Museum Fire flood flows.
- **What** – New 12' x 8' single barrel box culvert crossing Dortha Avenue and an open channel box storm drain to capture localized drainage from adjacent properties. Construction and installation is anticipated for April to June 2022.
- **Status** – Design by Shepherd-Wesnitzer, Inc (SWI).

Spruce Wash

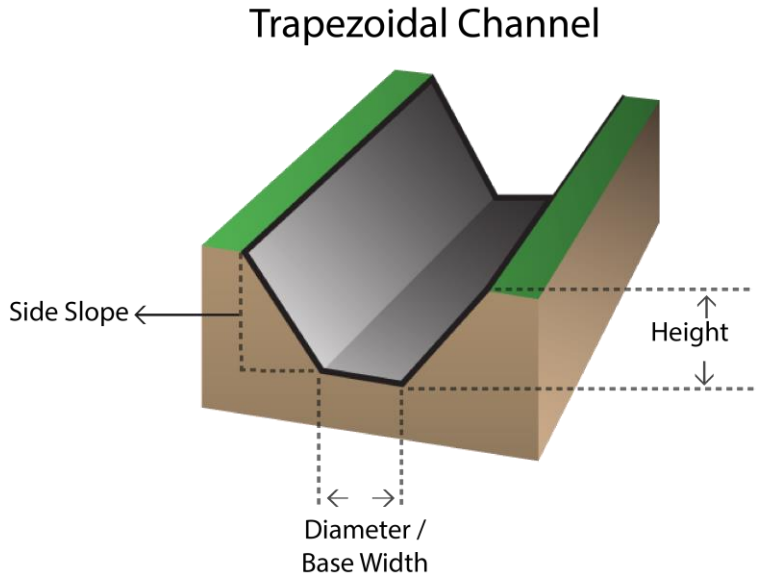
Arroyo Seco Diversion through Ponderosa Park

- **History** – There is an existing 60" pipe under Arroyo Seco Townhomes designed to a 100-year flood (pre-fire).
- **What** – Adding a storm diversion beginning at the Arroyo Seco inlet that feeds into the new Killip Regional Detention Basin
- **Status** – Studies and design underway (SWI Engineering).

Spruce Wash

Channel Improvements

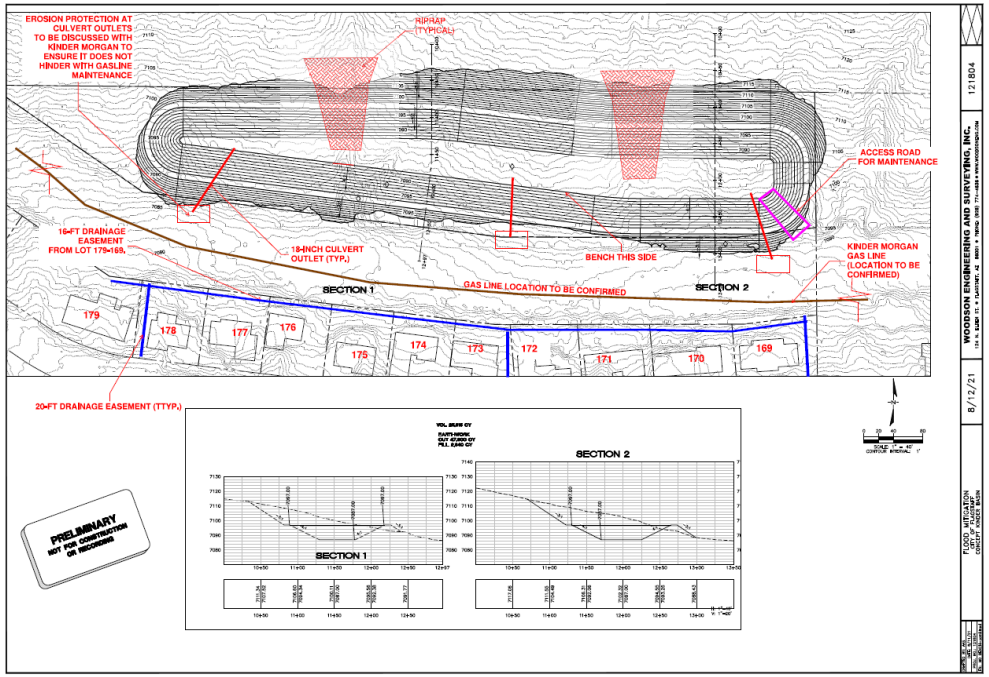
- **History** – The entire Spruce Wash channel will need to be widened and reinforced to mitigate future flood events.
- **What** – A series of underground boxes/tunnels, possibility of some open channel reaches that increase capacity to mitigate existing conditions.
- **Status** – Studies and design underway (Peak Engineering, JE Fuller Hydrology).

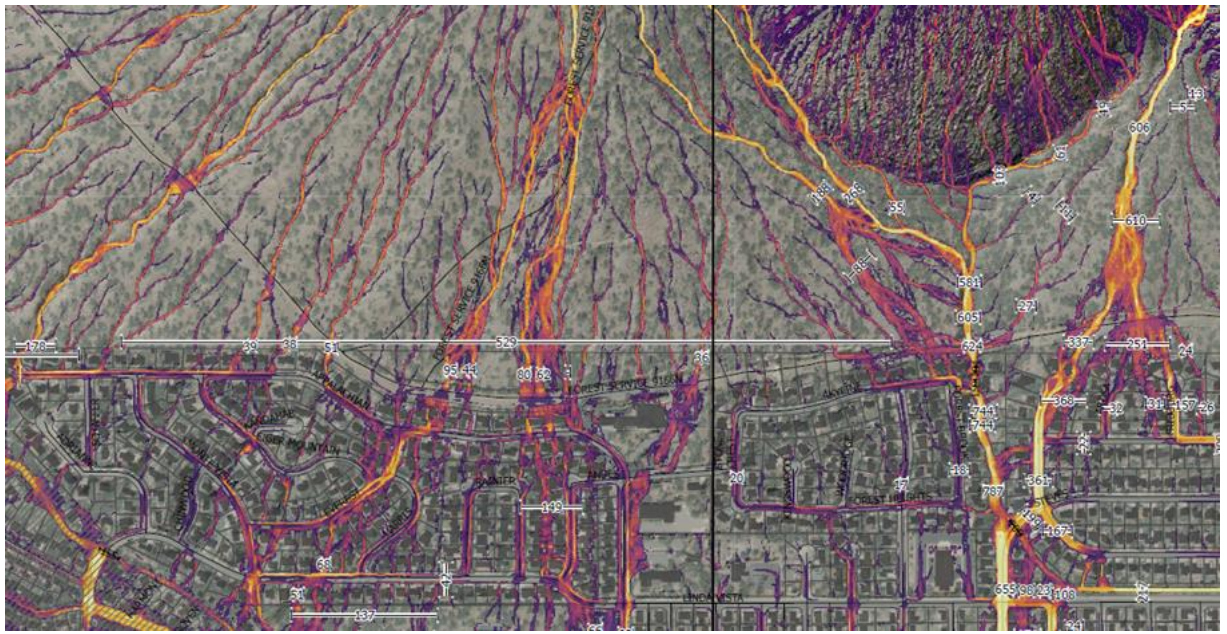


Spruce Wash

South Mt Elden Detention and Diversion Structures

- **History** – Significant flooding occurred in residential areas directly south of Mount Elden.
- **What** – A significant rain event caused flooding but also incised drainages on Mount Elden making future flood events more likely. A portion of the slopes drains to the Museum Fire area.
- **Status** – Conceptual designs were provided to the City. Discussions with Kinder Morgan, landowner of (natural gas pipeline) in that area are ongoing.





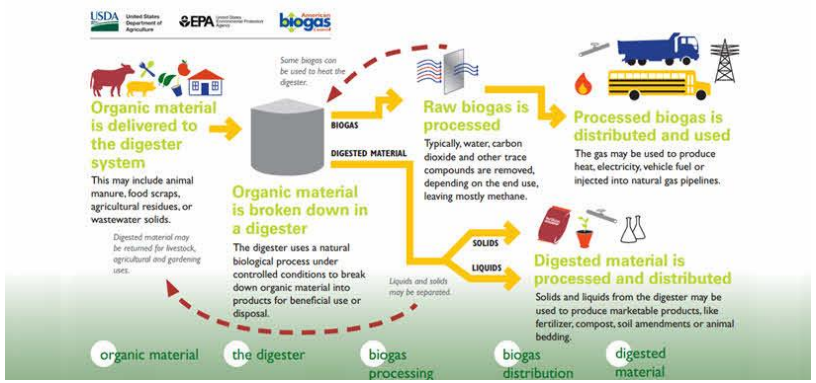
Redevelop City Owned Housing for Rental

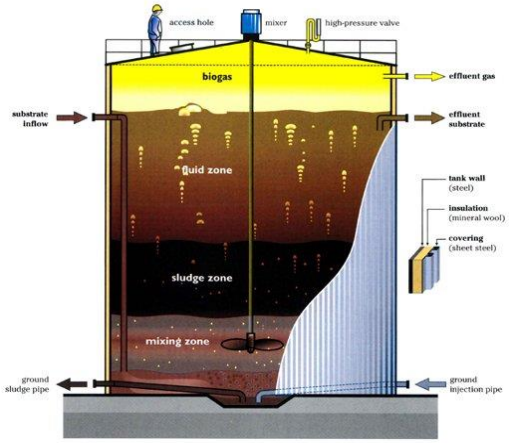
Project *(Prioritized)*	Amount	Estimated Community Benefit	Revolving Fund Capability (Yes/ No)
RH1: Redevelopment of housing owned & managed by the City	$5 million	250 units minimum (serving various AMIs)	No

Wildcat Capacity

WHWRP Digester Complex Expansion

- **History** – Installed in 1983, mixing system upgrade 2008
- **What** – Solids treatment is at 88% of capacity. Building two new digesters.
- **Status** – Carollo Engineering is the Design Consultant.
- **Critical equipment** – Wildcat Hill is the only solids handling location, vital to operations. This is the first of a 3-part plan to reduce the liquids from the solids disposal process.
- **Energy improvement project** more efficiently de-waters the solids.
- **Supports Carbon Neutrality**. This process can ultimately produce bio-solids for a Bio Char facility, potentially providing top cover for the landfill.

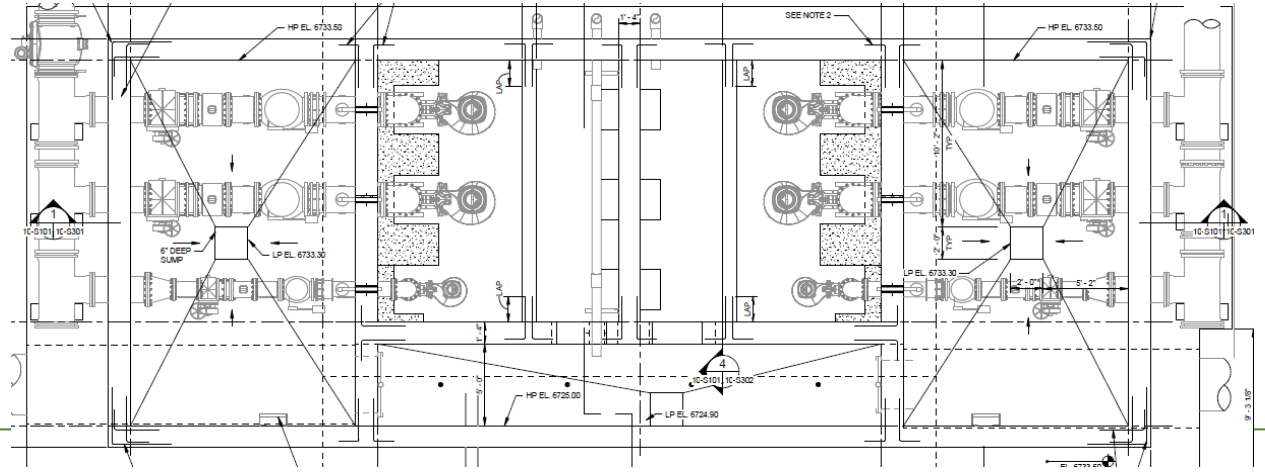




Wildcat Capacity

Primary Effluent Pump Station

- **History** – Built in 1983, no upgrades in 2008
- **What** – This is a new primary pump station, incorporating a mix of large and small pumps to move water efficiently.
- **Status** – Garver is the consulting engineer.
- **Critical equipment** – This is a top priority. PEPS moves wastewater to secondary treatment; a critical structure at Wildcat Hill WRP. Current pumps are beyond their useful life, the entire system is compromised and can fail at any time.
- **Energy improvement project** using a mix of large and small pumps to efficiently move water.
- **Supports Carbon Neutrality Plan.**



Repurpose Existing Buildings into Rental

RH2: Incentivize private sector affordable rental housing development through the creation of a revolving loan fund	$8 million	700-800 units (assuming an investment of $750K per project – 10 projects)	Yes, with repayment after expiration of affordability time period

Wildfire Engines

These units are over recommended life use (20 + years) as front-line units

Wildfire risks continue to elevate in and around our community

- 2 Wildfire Engines = **$1M** (21 yrs old)
- 2 Water Tenders = **$900k** (22 yrs old)

Estimated Cost: $1.9M + $285k **(15% Inflation)**

Total Cost: $2,185,000

Wastewater Energy Efficiency

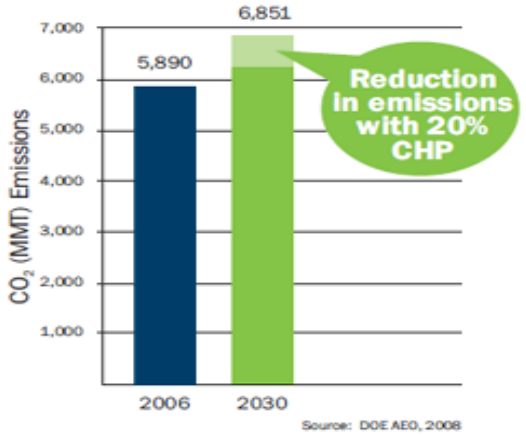
RDFWRP Generators & Automatic Transfer Switch

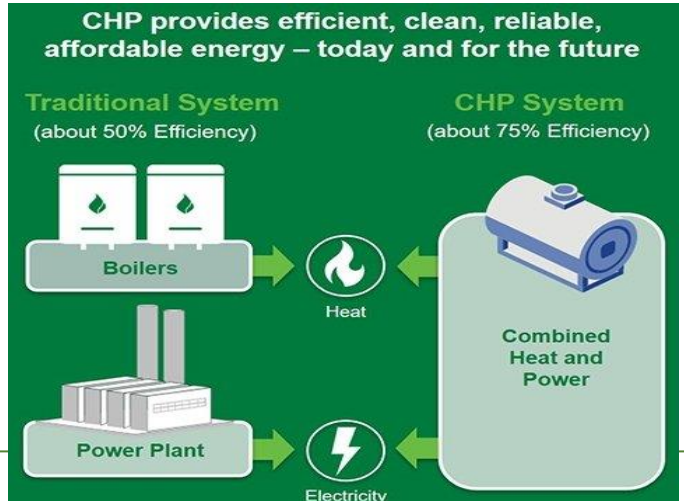
- **History** – Rio was originally constructed as a satellite facility, with ability for shutdown. It is now critical to Wildcat's operations and may not be shut down.
- **What** – Install new generator(s) and switch gear to allow the facility to operate during a power failure.
- **Status –** APS and an electrical contractor are providing an estimate.
- **Critical equipment** – The facility uses oxygen produced by compressors, run on electricity. A power failure (without oxygen production) will cause microorganisms to perish.
- **Supports Resiliency Initiatives.**

Wastewater Energy Efficiency

WHWRP Co-Generation using Biogas

- **History** – Existing unit installed 2006, shut down late 2015
- **What** – Install two Co-Gen units, which will produce electricity and heat. The heat will support Digester operations, reducing natural gas usage. Two units create redundancy and provide alternate energy during power failure.
- **Status** – Brown and Caldwell are the consulting engineers for this project.
- **Critical equipment** – This project utilizes gas produced by anaerobic digesters in solids processing and converts this gas to both heat and power to service the facility.
- **Energy improvement project** will offset electrical use, by generating electricity for plant use.
- **Largest Carbon Neutrality Project.**

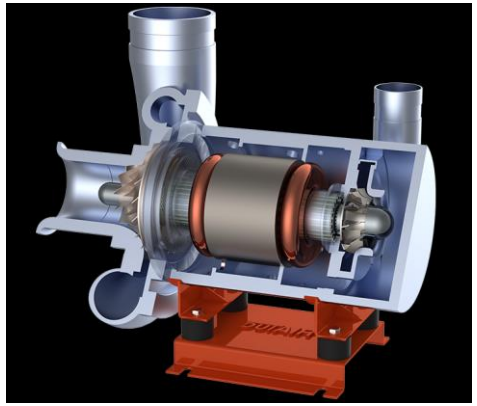




Wastewater Energy Efficiency

RDFWRP Smaller Turbo Blowers

- **History** – New blowers were installed in 2017
- **What** – Larger units provide too much air for the system, requiring manual operation to open relief valves which correct the air balance, and wastes energy. This negatively impacts the biological system.
- **Status** – This was identified facility modeling and in the 2019 Master Plan.
- **Critical equipment** – This will balance operations of the facility.
- **Energy improvement project** through efficient use of power.



Home Energy Retrofits

- 500 homes receive deep energy efficiency retrofits
- Retrofits are more accessible across more income levels

Co-benefits

CNP:

- Community Resilience
- Equitable Systems
- Clean Electricity
- Building Fuel Switching
- Reduced Building Energy Use

Incentivize Rental Housing

RH3: Acquisition of property in partnership with private developers to adaptively reuse available property for the creation of affordable housing	$3 million	Approximately 75 households	Yes

City Efficient Facilities

- Invest in energy efficiency upgrades at COF facilities. These upgrades will reduce COF natural gas usage, reduce overall energy use, and reduce costs.
- City will stabilize energy expenditures.
- Results in better indoor air quality, reduced costs and reduced emissions.

Co-benefits

CNP:

- Community Resilience
- Clean Electricity
- Building Fuel Switching

Wastewater Treatment Upgrades

WHWRP Headworks Motor Control

- **History** – Installed in 1971
- **What** – Replace existing MCC's with new units the meet electrical code standards.
- **Status** – The 5-year Arch Flash review and our annual electrical safety training determined we are past the end of useful life on this equipment.
- **Critical equipment** – This is the main controls for headworks, including Primary Effluent Pump Station. Without certain components, the plant has the potential to fail.
- **Energy improvement Project** uses less power, more efficiently.

Wastewater Treatment Upgrades

RDFWRP Main Motor Control Centers (MCC's)

- **History** – Installed 1993; online for 10,297 days
- **What** – Replace existing MCC's with new units that meet electrical code standards.
- **Status** – The 5-year Arch Flash review and annual electrical safety training identified this equipment as past its useful life.
- **Critical equipment** – Without certain components of MCC operating properly, the plant has the potential to fail.
- **Energy improvement project** uses less power, more efficiently.

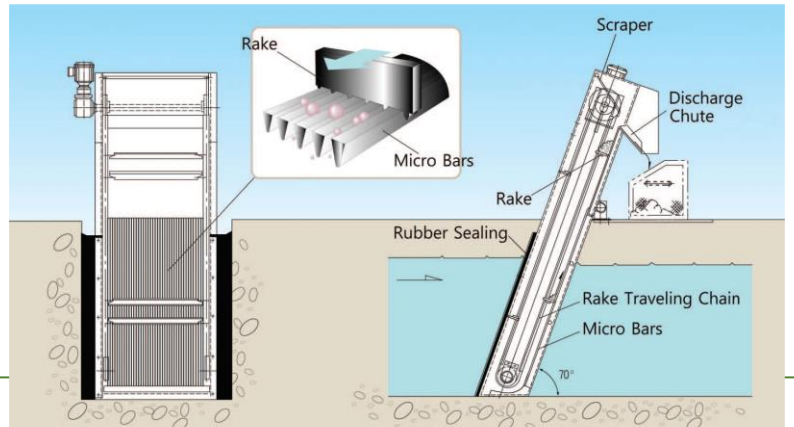
Homebuyer Assistance

OWN1: Homebuyer Purchase Assistance Loan Program	$11 million	480 homeowners served with initial purchase funding	Yes

Receiving Stations

WHWRP Headworks Rehabilitation

- **History** – Constructed in 1983
- **What** – Headworks Rehab. This project replaces one Bar screen, installs a flow metering system for incoming flow (currently have a portable flow meter in a manhole), with a bypass of the headworks building to facilitate repairs of the Primary Effluent pump station project. This will reduce risk associated with manual operations.
- **Status** – Waterworks Engineering is the Design Consultant.
- **Critical equipment** – This project will improve plant operations by removing more debris prior to entering the plant.
- **Creates Resiliency** to treat higher flows and provides more accurate measurements.



Receiving Stations

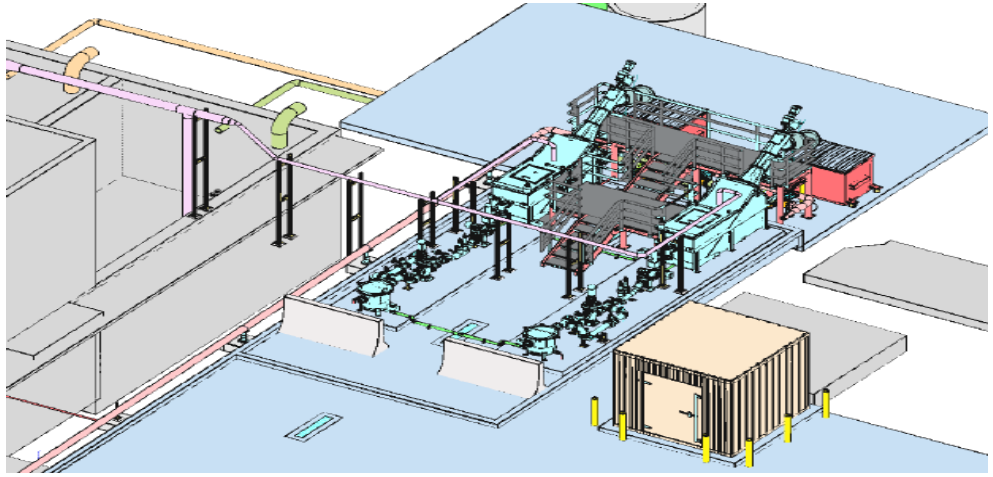
RDFWRP Bar Screen Rehabilitation

- **History** - Installed in 1993
- **What** - Mechanical Bar Screen removes large debris before it can damage downstream equipment in the facility. Reduces costs and complications for pump stations and wastewater treatment plants.
- **Status** - Manufacturer inspected both units and supports refurbishing of existing screens to restore them to virtually new condition.
- **Critical equipment** - Planned increased flows to the facility, will increase run time for these units.
- **Supports Resiliency Initiatives.**

Receiving Stations

WHWRP Septage and Grease Station

- **History** – Existing Septage receiving installed mid 2000's
- **What** – Septage is accepted from any county resident and Grease accepted within a 20-mile radius with no testing or pretreatment. This can lead to major upsets to the Wildcat facility and the plant operations, causing staff hours spent in cleaning out pumps and equipment.
- **Status** – Waterworks Engineering
- **Critical equipment** – Adding the new system with testing probes ensures that no inappropriate material is allowed into the facility and creates redundancy.
- **Creates Resiliency.**



Option 1 for Costs

Public Safety Infrastructure Projects	Original Cost
Wildfire Engines (5)	$ 2,185,000
Total Public Safety Infrastructure	$ 2,185,000

Option 1 for Costs

Stormwater & Wastewater Infrastructure Projects	Adjusted Low Cost	Original Cost
Spruce Wash (1)	$ 26,000,000	$ 26,000,000
Wildcat Capacity (3)	$ 21,000,000	$ 21,000,000
Wastewater Energy Efficiency (6) *	$ 2,160,000	$ 8,100,000
Wastewater Treatment Upgrades (10)	$ 5,972,439	$ 5,972,439
Receiving Stations (12)	$ 11,900,000	$ 11,900,000
Total Stormwater & Wastewater Infrastructure	$ 67,032,439	$ 72,972,439

* Removed low risk items of biogas at $4,500,000 and blowers at $1,440,000 for a total reduction of $5,940,000

Option 1 for Costs

Housing Projects	Original Low Cost	Original High Cost
Redevelop City Owned Housing for Rental (2)	$ 5,000,000	$ 5,000,000
Repurpose Existing Building into Rental (4)	$ 2,000,000	$ 3,000,000
Incentivize Rental Housing (8)	$ 3,000,000	$ 8,000,000
Homebuyer Assistance (11)	$ 6,000,000	$ 11,000,000
Total Housing	$ 16,000,000	$ 27,000,000

Option 1 for Costs

Climate Action Projects	Original Low Cost	Original High Cost
Home Energy Retrofits (7)	$ 2,000,000	$ 7,000,000
City Efficient Facilities (9)	$ 1,000,000	$ 1,000,000
Total Climate Action	$ 3,000,000	$ 8,000,000
GRAND TOTAL	$88,217,439	$110,157,439

Option 2 for Costs

Public Safety Infrastructure Projects	Original Cost
Wildfire Engines (5)	$ 2,185,000
Total Public Safety Infrastructure	$ 2,185,000

Option 2 for Costs

Stormwater & Wastewater Infrastructure Projects	Adjusted Low Cost	Original Cost
Spruce Wash (1)	$ 26,000,000	$ 26,000,000
Wildcat Capacity (3)	$ 21,000,000	$ 21,000,000
Wastewater Energy Efficiency (6) **	$ -	$ 8,100,000
Wastewater Treatment Upgrades (10) **	$ 2,372,439	$ 5,972,439
Receiving Stations (12) **	$ 6,500,000	$ 11,900,000
Total Stormwater & Wastewater Infrastructure	$ 55,872,439	$ 72,972,439

** Low risk items removed plus medium risk items generators at $2,160,000, main motor control $3,600,000 and septage & grease receiving $5,400,000 for a total reduction of $11,160,000

Option 2 for Costs

Housing Projects	Original Low Cost	Original High Cost
Redevelop City Owned Housing for Rental (2)	$ 5,000,000	$ 5,000,000
Repurpose Existing Building into Rental (4)	$ 2,000,000	$ 3,000,000
Incentivize Rental Housing (8)	$ 3,000,000	$ 8,000,000
Homebuyer Assistance (11)	$ 6,000,000	$ 11,000,000
Total Housing	$ 16,000,000	$ 27,000,000

Option 2 for Costs

Climate Action Projects	Original Low Cost	Original High Cost
Home Energy Retrofits (7)	$ 2,000,000	$ 7,000,000
City Efficient Facilities (9)	$ 1,000,000	$ 1,000,000
Total Climate Action	$ 3,000,000	$ 8,000,000
GRAND TOTAL	$77,057,439	$110,157,439

Option 3 for Costs

- Recommend the top ten projects from the committee's list of recommendations
  - Spruce Wash
  - Redevelop City Owned Housing for Rental
  - Wildcat Capacity
  - Repurpose Existing Buildings into Rental
  - Wildfire Engines
  - Wastewater Energy Efficiency
  - Home Energy Retrofits
  - Incentivize Rental Housing
  - City Efficient Facilities
  - Wastewater Treatment Upgrades

Total Cost
$76,257,439