CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 5, 2024

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 discussion and consultation 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 DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

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 prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Public Participation appears on the agenda twice, at the beginning and at the end. If you wish to address the Council at today'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:** Red Cross Month

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:** Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring February 2025.
Make one appointment to a term expiring February 2026.
Make one appointment to a term expiring February 2027.

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

STAFF RECOMMENDED ACTION:

Make one appointment to a Building and Real Estate Professional - Builder seat to a term expiring in September 2027.

8. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

STAFF RECOMMENDED ACTION

Approve the Consent Agenda as posted.

A. **Consideration and Approval of Contract:** First Amendment to Contract for Services with TB Real Property Consultants, LLC for property acquisitions necessary for the Rio de Flag Flood Control Capital Project in an amount not to exceed $99,500.

STAFF RECOMMENDED ACTION:

1. Approve First Amendment to Contract for Services in an amount not to exceed $99,500 for property acquisitions necessary for the Rio de Flag Flood Control Capital Project; and
2. Authorize the City Manager or designee to execute the necessary documents.

B. **Consideration and Approval of Grant Agreement:** Water Conservation Grant Fund Agreement with Water Infrastructure Finance Authority

STAFF RECOMMENDED ACTION:

1. Approve the Grant Agreement with the Water Infrastructure Finance Authority (WIFA) Water Conservation Grant Program for the City's Nonrevenue Water Auditing Program for $136,000.00 (75% WIFA Share), with a minimum $45,500.00 (25% Non-Federal Share) match requirement; and
2. Direct the City Manager to execute the necessary documents.

C. **Consideration and Approval of Cooperative Purchase Contract:** Sport Surfaces Distributing, Inc. in the amount of $50,150.00 for the floor replacement of the high traffic areas at Jay Lively Activity Center.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $50,150.00 with Sports Surfaces Distributing, Inc. for floor replacement of the high traffic areas at Jay Lively Activity Center; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Engineering Contract Change Order:** Change Order #2 to WSP USA, Inc. in the amount of $243,441.40 for the Downtown Mile Safety and Connectivity Improvement Project.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Change Order #2 to WSP USA, Inc. (WSP) in the amount of $243,441.40; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of a Relocation Benefit:** Approve payment of claim for a warehouse freezer for Kelly and Liberty Hanson as a result of being displaced by the Lone Tree Overpass Project

STAFF RECOMMENDED ACTION:

Approve claim for funds to purchase a warehouse freezer from Image Concrete LLC, in an amount not to exceed $368,000, with City Attorney to approve final claim form language

F. **Consideration and Approval of Purchase Agreement:** ZH Holdings Butler, LLC for exchange of real property of substantially equal value and purchase of property in the amount of $31,952.00 for the Lone Tree Overpass Project.

STAFF RECOMMENDED ACTION:

Approve the Purchase Agreement with ZH Holdings Butler, LLC for the exchange of real property of substantially equal value and for purchase of property in the amount of $31,952.00 for the Lone Tree Overpass Project; and authorize the City Manager to execute the necessary documents

9. ROUTINE ITEMS

A. **Consideration of Motion to Reject all Bids:** Solicitation to sell a City-owned 12.52 acre parcel located off Silver Saddle Road in Doney Park; discussion and request for direction related to disposal of both the 12.52 acre parcel and a 9.26 acre parcel

STAFF RECOMMENDED ACTION:

1. Reject all bids from the 2022-126 solicitation for sale of a 12.52 acre parcel; and
2. Direct staff to issue an invitation for bids for sale of a 12.52 acre parcel; and
3. Direct staff to issue an invitation for bids for sale of a 9.26 acre parcel.

If desired, direct staff to list properties for sale with a commercial real estate listing agency.

B. **Consideration and Approval of First Amendment:** Construction Manager at Risk - Construction Phase Services Agreement - Phase 2 - GMP 2 with Eagle Mountain Construction, Inc. in the total amount of $7,614,149.06 for the Spruce Wash Drainage Suite of Improvements Projects.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Construction Manager at Risk (CMAR) - Construction Phase Services Agreement - Phase 2 - GMP 2 with Eagle Mountain Construction, Inc. for the Spruce Wash Drainage Improvements Projects in the amount of $7,429,149.06 and approve an Owner's Contingency of $185,000.00, which is approximately 2.5% of GMP 2;
2. Add 180 calendar days to the contract duration; and
3. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Adoption of Ordinance 2024-05:** An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property for the Killip Inlet as part of the Spruce Wash Channel Improvements Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-05 by title only for the final time
2. City Clerk reads Ordinance No. 2024-05 by title only (if approved above)
3. Adopt Ordinance No. 2024-05

10. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2024-08:** An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System by amending the Employee Handbook of Regulations, Section 1-70-030 Retiree Insurance; providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the March 5, 2024 Council Meeting:
1) Read Ordinance No. 2024-08 by title only for the first time
2) City Clerk reads Ordinance No. 2024-08 by title only (if approved above)
At the March 19, 2024 Council Meeting:
3) Read Ordinance No. 2024-08 by title only for the final time
4) City Clerk reads Ordinance No. 2024-08 by title only (if approved above)
5) Adopt Ordinance No. 2024-08

B. **Consideration and Adoption of Ordinance No. 2024-07:** An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for sale and issuance of City of Flagstaff, Arizona General Obligation Bonds and General Obligation Refunding Bonds, in one or more series, and for the annual levy of a tax for the payment of the bonds; (2) approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the bonds; (3) delegating authority to the Mayor and Management Services Director of the City to determine certain matters and terms with respect to the foregoing as well as certain matters with respect to the bonds being refunded with the proceeds of the sale of the bonds; and (4) authorizing the taking of all other actions necessary to consummate the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance.

STAFF RECOMMENDED ACTION:

At the March 5, 2024 Council Meeting:
1) Read Ordinance No. 2024-07 by title only for the first time
2) City Clerk reads Ordinance No. 2024-07 by title only (if approved above)
At the March 19, 2024 Council Meeting:
3) Read Ordinance No. 2024-07 by title only for the final time
4) City Clerk reads Ordinance No. 2024-07 by title only (if approved above)
5) Adopt Ordinance No. 2024-07

11. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a discussion to consider a resolution in support of the aid bill for Ukraine to be sent to the CIty's congressional delegation.

STAFF RECOMMENDED ACTION:

Council direction

12. PUBLIC PARTICIPATION

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

14. 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 _____, 2024.

_____
Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at stacy.saltzburg@flagstaffaz.gov to request an accommodation to participate in this public meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Flagstaff makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Flagstaff City Council meetings are live-streamed and recorded and may be viewed on the City of Flagstaff's website. If you permit your child to attend/participate in a televised Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration of Appointments: Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring February 2025.
Make one appointment to a term expiring February 2026.
Make one appointment to a term expiring February 2027.

Executive Summary:

The Sustainability Commission consists of seven citizens and is responsible for recommending and coordinating activities in concert with the City of Flagstaff Sustainability Program. To accomplish this objective, the Commission will address the social, economic, and environmental considerations of meeting the needs of current and future citizens. Among the Commission's directives are the promotion of sustainable practices in all spheres of life and educating Flagstaff citizens.

There are currently three seats available due to resignations and end of terms.

It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis. The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

There are four (4) applications on file for consideration by the Council, they are as follows:

- Noah Baker (new applicant)
- Tom Lammie (new applicant)
- Tina Reeser (new applicant)
- Rodger Scurlock (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Matthews, Mayor Daggett, and Councilmember McCarthy

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

10-Year Housing Plan

Connect 2.2: Encourage community organizations such as the local Continuum of Care to continue to integrate equity into programs and policies.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Appoint three Commissioners: By appointing four members at this time, the Sustainability 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 Involvement:

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.

Expanded Options and Alternatives:

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

Attachments: Sustainability Commission Authority

CHAPTER 2-17
SUSTAINABILITY COMMISSION

SECTIONS:

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE
2-17-001-0002 PURPOSE; POWERS AND DUTIES

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. Establishment of the Commission.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.

2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.

3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex officio member of all standing committees, shall appoint the Chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair. (Ord. 2014-28, Amended, 11/18/2014)

2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:

1. Climate and air quality
2. Transportation
3. Energy
4. Solid waste and toxic substances
5. Water, wastewater, and stormwater
6. Sustainable building and purchasing practices
7. Sustainable economic development

B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.

C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.

D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.

E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.

F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration of Appointments: Housing Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a Building and Real Estate Professional - Builder seat to a term expiring in September 2027.

Executive Summary:

The Housing Commission consists of thirteen (13) voting members; twelve (12) members appointed by the City Council and one (1) representative from the Flagstaff Housing Authority Board of Commissioners. The Commission serves as an advisory board to City Council regarding housing policies, needs, and programs in Flagstaff. There is currently one Building and Real Estate Professional - Builder seat available due to a resignation. The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment. Since the Building and Real Estate Professional - Builder seat has a very limited pool of applicants, staff is asking Council to move forward with the current pool of applicants.

There is currently one (1) application that could be appointed as a Building and Real Estate Professional - Builder. The application is from:

- Kevin Bond (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 McCarthy

Financial Impact:

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

Policy Impact:

None.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

10-Year Housing Plan

Connect 2.2: Encourage community organizations such as the local Continuum of Care to continue to integrate equity into programs and policies.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

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

Community Involvement:

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.

Expanded Options and Alternatives:

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

Attachments: Housing Commission Authority

ORDINANCE NO. 2019-25

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

RECITALS:

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

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

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

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

ENACTMENTS:

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

SECTION 1. In General.

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

CHAPTER 2-25
FLAGSTAFF HOUSING COMMISSION

2-25-001-0001 CREATION OF COMMITTEE

A Housing Commission is hereby created.

2-25-001-0002 MEMBERS AND OFFICERS

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

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

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

1. Building and Real Estate Professionals (6 members)
    a. Builders (required)
    b. Developers (required)
    c. Architects
    d. Land Use Experts
    e. Realtors (required)
    f. Lenders (required)
    g. Residential Multi-Family/Property Management Representative (required)
    h. Other Building or Real Estate Professional

2. Low Income Housing Experts (4 members)
    a. Housing Nonprofits
    b. Low Income Representatives
    c. Flagstaff Housing Authority Board of Commissioners member (required)
    d. Other Low Income Housing Expert

3. Community Representatives (3 members)
    a. General Public
    b. Private Business Representatives
    c. Workforce Representatives
    d. Neighborhood Associations
    e. HOA Representatives

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

2-25-001-0003 TERMS AND OFFICERS

A. Appointments to the Housing Commission from the Housing Authority Board of Commissioners shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint four members for three year (3) terms, four members for two (2) year terms, and four members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

B. The Commission shall, during its first meeting, elect a chairperson and a vice-chairperson from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second consecutive term as chairperson, such commission member shall be ineligible to serve as either chairperson or vice-chairperson until a calendar year has expired.

2-25-001-0004 ELIGIBILITY

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

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

2-25-001-0005 PURPOSE AND DUTIES

A. The Housing Commission serves as an advisory board to City Council, makes recommendations with respect to housing policies, needs, and programs in Flagstaff, and furnishes the Council with information through the Housing Director.

B. The Housing Commission shall:

1. Examine funding sources available for housing in Flagstaff, make recommendations to City Council on potential funding sources, including bond measures, and provide oversight of any funds approved by the electorate for housing purposes.
2. Make recommendations on the creation and implementation of housing and housing policies and programs for the benefit of Flagstaff and its citizens.
3. Make recommendations regarding the prioritization of the community's housing needs.
4. Make recommendations regarding how affordable market rate housing can be responsibly stimulated through changes in the City Code as well as other potential solutions.
5. Examine and make recommendations regarding increasing the affordability of housing in Flagstaff.
6. Explore alternative models of housing and make recommendations to Council.
7. Advise and assist the City Council on ways to educate the community on housing, including the role housing plays as infrastructure in Flagstaff.
8. Upon request, serve as a resource on implementation of housing policy and programs.

C. To further assist the Commission in carrying out its duties, the Commission may request the assistance of technical experts and/or employees and agents of the City and other entities.

2-25-001-0006 MEETINGS; ATTENDANCE

A. The Commission shall meet no less than quarterly from the first month following the initial appointment of Commission members.

B. The Housing Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of a simple majority of the voting membership of the Commission, excluding current vacancies.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2016-33 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

SECTION 2. Repeal of Conflicting Ordinances.

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

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration and Approval of Contract: First Amendment to Contract for Services with TB Real Property Consultants, LLC for property acquisitions necessary for the Rio de Flag Flood Control Capital Project in an amount not to exceed $99,500.

STAFF RECOMMENDED ACTION:

1. Approve First Amendment to Contract for Services in an amount not to exceed $99,500 for property acquisitions necessary for the Rio de Flag Flood Control Capital Project; and
2. Authorize the City Manager or designee to execute the necessary documents.

Executive Summary:

The City entered into a Contract for Services on October 2, 2023 with TB Real Property Consultants, LLC to help acquire property interests necessary for the Rio de Flag Flood Control Capital Project. The Contractor workload has increased as a result of changes in the Project design. As part of the First Amendment, the Contract amount will increase from from a not-to-exceed $49,500 to a not-to-exceed $99,500. The scope of work will be expanded to include acquisition of property interests from BNSF Railway Company. Finally, the contract hourly rate is being corrected. Contractor is helping the City to deliver the property rights needed for the project.

Financial Impact:

The Contract will be funded by the Rio de Flag Flood Control Stormwater Capital Improvements FY 2023-24 account budget of $1,246,856. Account (206-08-385-3236-0).

Policy Impact:

No Impact

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community: Provide public safety
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system

Has There Been Previous Council Decision on This:

There have been several Council decisions related to acquisition of real estate necessary for the Rio de Flag Flood Control Project:

- October 6, 1998, the City Council adopted Ordinance No. 1983 authorizing the acquisition of real property for flood control and to provide the opportunity for future development along the Rio de Flag and the Clay Avenue Wash.
- August 4, 2009, the City Council adopted an Ordinance No. 2009-22 amending Ordinance No. 1983 to add parcels of real property for flood control and redevelopment within the Rio de Flag Flood Control Project.
- February 18, 2020, the City Council adopted Resolution 2020-05 No. authorizing the acquisition of real property interests necessary for the Rio de Flag Flood Control Project.
- May 19, 2020, the City Council adopted Resolution No. 2020-24 authorizing the acquisition of real property interests necessary for the Rio de Flag Flood Control Project.

Options and Alternatives:

1. Approve First Amendment (recommended)
2. Do not approve First Amendment

If the First Amendment is not approved, City will need to retain another contractor to assist with real estate acquisition services, delay the Rio de Flag Flood Control Project and use existing City employees to complete the work, or hire another City real estate manager/assistant to complete the work. The City recently sought to hire another employee to assist with real estate however none was hired as a result of this process. Due to numerous pending Capital Improvement Project real estate acquisition demands, City staff not able to handle the volume of work on its own while attempting to meet planned construction schedules. This contractor has considerable experience and skills and has been of great assistance to the City.

Background and History:

- October 6, 1998 - the City Council adopted Ordinance No. 1983 authorizing the acquisition of real property for flood control and to provide the opportunity for future development along the Rio de Flag and the Clay Avenue Wash alignments.
- In 2000 the project was authorized by the Federal Water Resources Development Act.
- August 13, 2004 - USACE and the City entered into a Project Cooperation Agreement for construction of the Rio de Flag Flood Control Project and, per Articles III and IV, the City shall acquire real property necessary for the project.
- 2005 the design of the main stem began.
- 2009-2013 components of the design were constructed for Clay Avenue Wash Detention Basin, Thorpe Road Bridge and Butler Tunnel.
- August 4, 2009 - the City Council adopted an Ordinance No. 2009-22 amending Ordinance No. 1983 to add parcels of real property for flood control and redevelopment within the Rio de Flag Flood Control Project.
- In the federal fiscal year of 2019, USACE received funding to complete the project plans.
- January 2019 - City Council approved a Stormwater Fee increase to fund drainage and flood control projects, including the Rio de Flag.
- March 19, 2019 - City Council awarded a professional services contract with Beta Public Relations, LLC on, for a Public Outreach Campaign.
- June 11, 2019 - staff provided a project update to City Council and received direction to proceed.
- October 15, 2019 - staff provided a project update to City Council and received direction from the Council to proceed with the project.
- February 10, 2020 - USACE programmed $52,000,000 in their work plan for the federal fiscal year 2020 for the construction of the Rio de Flag Flood Control Project.
- February 18, 2020 - Council approved Resolution 2020-05 for property acquisition along the Upper Reach and Lower Reach project areas. (Due to design changes the Upper Reach acquisitions will

need to be updated in the future)(Attached is a list of the acquisitions approved in February).

- May 19, 2020 - Council approved Resolution 2020-24 for property interests necessary for the Rio de Flag Flood Control Project, A Public Use, Providing for Delegation of Authority, Condemnation Authority, Prior approval of Purchases.

Community Involvement:

Remove the 100-year floodplain from the City of Flagstaff downtown area, Southside, and the NAU campus. This will protect the community from flood-related damages in the event of a 100-year flood.

Expanded Options and Alternatives:

City staff has held numerous public outreach events to update the community on the status of the Rio de Flag Flood Control Project. Public meetings and Council updates will continue throughout the completion of design and construction. The presentations, associated material and the minutes of these ongoing Council updates will be posted to the project's dedicated website at:

https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control

Attachments: Contract Amendment
Exhibit A: Scope Revisions
Exhibit A-1 Revised chart of property interest to be acquired.

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES
Real Estate Services:
Land Acquisition for the Rio de Flag Flood Control Project
Contract No. 2023-154/TER-2023-089-AG2

This First Amendment to the Contract for Services dated October 23, 2023 by and between the City of Flagstaff, an Arizona municipal corporation ("City") and **TB Real Property Consultants. LLC, an Arizona limited liability company** ("Contractor") ("the Contract") is made and entered into this _____ day of _____, 2024

WHEREAS, the Contract requires more work than originally anticipated;

NOW THEREFORE, the parties agree that the Contract, paragraphs 1, 2, and 9 are hereby amended as follows (deleted text is shown as stricken, and new text is shown as in underlined capitalized text:

1. Scope of Work: Contractor shall provide the services generally described as follows:

   Real Estate Services: Land Acquisition for the Rio de Flag Flood Control Project

   and as more specifically described in the scope of work attached hereto as *Exhibit A*. EXHIBIT A IS AMENDED TO INCLUDE REVISIONS SHOWN IN THE ATTACHED DOCUMENTS. EXHIBIT A-1 IS REPLACED.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor pursuant to the fee schedule attached hereto as *Exhibit A*, IN A TOTAL AMOUNT NOT TO EXCEED $99,500.00. ~~Any price adjustments must be approved mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the contract price is less than $50,000; otherwise City Council approval is required.~~

9. 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 $99,500.00 ~~$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.

All other provisions of the Initial Contract shall remain unchanged in full force and effect.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

City Clerk

Approved as to form:

City Attorney

TB Real Property Consultants. LLC, an Arizona limited liability company.

By:_____

Title:_____

Dated:_____

Exhibit A Amendments to Exhibit A
Exhibit A-1 Revised chart identifying all property interests to be acquired.

EXHIBIT A
AMENDMENTS TO SCOPE OF WORK

I. GENERAL INFORMATION

CITY IS REQUESTING ASSISTANCE WITH ADDITIONAL PROPERTY INTERESTS TO BE ACQUIRED, INCLUDING INTERESTS TO BE ACQUIRED FROM THE BNSF RAILWAY COMPANY, ALL OF WHICH ARE NOW IDENTIFIED IN THE ATTACHED REVISED CHART ATTACHED HERETO AS EXHIBIT A-1. (REPLACES THE ORIGINAL EXHIBIT A-1).

Schedule

The City has received appraisals for the easements. USACE REVIEW APPRAISER HAS HAD THE OPPORTUNITY TO REVIEW APPRAISALS AND CITY IS PROCEEDING AT RISK WITHOUT FORMAL REVIEW APPROVAL.~~, which are under review by the USACE Review Appraiser~~. ~~Following review, offers can be made to affected property owners. We anticipate the necessary review appraisals will be completed in February - March, 2023.~~

Time is of the essence for completion of acquisitions. City will allow for 30 days for negotiation of a purchase contract after an offer letter is sent. Thereafter, the City may elect to proceed with condemnation to acquire immediate possession. ~~The schedule calls for construction to begin in September, 2023.~~ The construction schedule is a moving target.

Pricing

~~Contractor will be paid an hourly rate of $105.00.~~

CONTRACTOR WILL BE PAID THE FOLLOWING HOURLY RATES, RETROACTIVE TO OCTOBER 23, 2023:

1.	TECHNICAL SERVICES	$135.00 PER HOUR
2.	ADMINISTRATIVE SERVICES	$ 50.00 PER HOUR
3.	SUBCONTRACTOR CHRIS CHILDERS	$135.00 PER HOUR

TRAVEL TIME IS BILLED AT STANDARD HOURLY RATE FOR TECHNICAL SERVICES. ADMINISTRATIVE SERVICES INCLUDES FILE MANAGEMENT.

As part of any City approval of a subcontractor, City will approve his or her hourly rate based on experience and difficulty of work.

EXHIBIT A-1

REVISED CHART IDENTIFYING ALL PROPERTY INTEREST TO BE ACQUIRED

No.	Assessor's Parcel Number	Owner Site Address/ Owner Address	Potential Property Interests Being Acquired
1	103-01-001	Millpond Village Apartments II, LLC 1080 W Kaibab Lane Flagstaff, AZ 86001 11845 W Olympic Boulevard NO 530W Los Angeles, CA 90064	1. Channel Improvement Easement 2. Public Utility Easement 3. Drainage Easement 4. Temporary Work Area Easement 5. Fiber Easement
2	103-01-007C	Flagtown Properties, LLC 937 W Clay Avenue Flagstaff, AZ 86001 4395 E Savannah Circle Flagstaff, AZ 86004	1. Channel Improvement Easement 2. Public Utility Easement 3. Drainage Easement 4. Temporary Work Area Easement 5. Fiber Easement
3	103-02-005Y	Moar Properties, LLC 399 S Malpais Lane Flagstaff, AZ 86001 2760 E. Byrds View Drive Flagstaff, AZ 86005	1. Channel Improvement Easement 2. Public Utility Easement 3. Drainage Easement 4. Temporary Work Area Easement 5. Fiber Easement
4	103-02-021	Kings House Inc 703 S Blackbird Roost Flagstaff, AZ 86001 PO Box 207 Flagstaff, AZ 86002	1. Channel Improvement Easement 2. Public Utility Easement 3. Drainage Easement 4. Temporary Work Area Easement 5. Fiber Easement

5	104-04-011D	Arizona Materials Properties, LLC 633 E Brannen Avenue Flagstaff, AZ 86001 3636 S 43RD Avenue Phoenix, AZ 85009	1. Channel Improvement Easement 2. Public Utility Easement 3. Drainage Easement 4. Temporary Work Area Easement 5. Fiber Easement
6	103-06-017A, 18F, 019	Station One Holdings, LLC Normal School Addition Flagstaff Town 3537 S Cheryl Drive Flagstaff, AZ 86005	1. Channel Improvement Easement 2. Public Utility Easement 3. Drainage Easement 4. Temporary Work Area Easement 5. Fiber Easement
7	100-39-005D	Maahe Investment Group Inc 222 S Milton Road Flagstaff, AZ 86001 3417 S Brown Sage Court Flagstaff, AZ 86005	1. Channel Improvement Easement 2. Public Utility Easement 3. Drainage Easement 4. Temporary Work Area Easement 5. Fiber Easement
8	106-06-008A	Chenta Hospitality 224 S Mikes Pike Flagstaff, AZ 86001 PO Box 837 Flagstaff, AZ 86001	1. Channel Improvement Easement 2. Public Utility Easement 3. Drainage Easement 4. Temporary Work Area Easement 5. Fiber Easement

9	100-44-002A 100-44-003E 101-27-001C 101-27-002A 101-27-002C 307E 104-07-007A 411E 104-01-094D 104-01-098A 402E 104-04-010 100-44-006A 100-43-001C 100-44-001 100-44-002A 100-43-001 100-43-003A	BNSF Railway Company	**Multiple parcels on alignment** 1. Channel Improvement Easements 2. Temporary Construction Easements
10	103-01-007B	**Consolidated Investment Co Inc.** 555 S Blackbird Roost Flagstaff, AZ 86001 203 N Lasalle Street No 2100 Chicago, IL 60601	1. Sidewalk Easements 2. Right-of-Way Easements 3. Drainage Easements 4. Public Utility Easements 5. Temporary Construction Easements
11	100-39-005D	**Maahe Investment Group Inc** 222 S Milton Road Flagstaff, AZ 86001	1. Sidewalk Easements 2. Right-of-Way Easements 3. Drainage Easements 4. Public Utility Easements 5. Temporary Construction Easements
12	100-39-014G	**Miramonte QK Properties, LLC** 102 S Mikes Pike Flagstaff, AZ 86001 2502 E River Road Tucson, AZ 85718	1. Sidewalk Easements 2. Right-of-Way Easements 3. Drainage Easements 4. Public Utility Easements 5. Temporary Construction Easements
13	100-40-010A	**Southside Historical Properties Inc** 119 W Phoenix Avenue Flagstaff, AZ 86001 22 W Birch Avenue Flagstaff, AZ 86001	1. Sidewalk Easements 2. Right-of-Way Easements 3. Drainage Easements 4. Public Utility Easements 5. Temporary Construction Easements

14	103-06-007	**Ken & Susan Bates Trust** 204 S Mikes Pike Flagstaff, AZ 86001 16545 W Pueblo Lane Surprise, AZ 85387	1. Sidewalk Easements 2. Right-of-Way Easements 3. Drainage Easements 4. Public Utility Easements 5. Temporary Construction Easements
15	100-39-014D	**Mikes Pike, LLC** 100 S Mikes Pike Flagstaff, AZ 86001 809 W Riordan Road No 100-288 Flagstaff, AZ 86001	1. Sidewalk Easements 2. Right-of-Way Easements 3. Drainage Easements 4. Public Utility Easements 5. Temporary Construction Easements
16	100-39-001J	**Core Campus Flagstaff, LLC** 215 W Phoenix Avenue Flagstaff, AZ 86001 PO Box 530292 Birmingham, AL 35253	1. Sidewalk Easements 2. Right-of-Way Easements 3. Drainage Easements 4. Public Utility Easements 5. Temporary Construction Easements
17	100-39-007A	**Colmenero Trust 1 DTD 04-03-91** 31 S Mikes Pike Flagstaff, AZ 86001 31 ½ S Mikes Pike Flagstaff, AZ 86001	1. Sidewalk Easements 2. Right-of-Way Easements 3. Drainage Easements 4. Public Utility Easements 5. Temporary Construction Easements

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tamara Lawless, Water Conservation Manager

Co-Submitter: Stacey Brechler-Knaggs

Date: 02/28/2024

Meeting Date: 03/05/2024

TITLE:

Consideration and Approval of Grant Agreement: Water Conservation Grant Fund Agreement with Water Infrastructure Finance Authority

STAFF RECOMMENDED ACTION:

1. Approve the Grant Agreement with the Water Infrastructure Finance Authority (WIFA) Water Conservation Grant Program for the City's Nonrevenue Water Auditing Program for $136,000.00 (75% WIFA Share), with a minimum $45,500.00 (25% Non-Federal Share) match requirement; and
2. Direct the City Manager to execute the necessary documents.

Executive Summary:

This grant from the Water Infrastructure Finance Authority's (WIFA) Water Conservation Grant Fund will provide $136,000 in funding for Water Services to continue its Nonrevenue Water Auditing Program. Nonrevenue water auditing is a best practice of the American Water Works Association as a comprehensive analysis of a water provider's system to determine where water losses are occurring. The audit will result in a prioritized list of system improvements based on return on investment in water and/or production cost savings. Examples of losses include leaks in the distribution system, metering errors, water theft, and so on. Auditing the water system in this fashion is an essential component of water system best management practices and can contribute to water conservation and utility efficiency goals.

Financial Impact:

This grant is a 75/25 match. The City of Flagstaff Water Conservation Program will contribute $45,500 over the grant period to match the $136,000 from WIFA. The grant must be fully expended by December of 2026, and the funds will be disbursed during FY2023-24, FY2024-25, and FY2025-26. While this grant wasn't budgeted for in FY2023-24, there is budget appropriation to cover this grant and this grant will be budgeted for in FY2024-25 and FY2025-26.

Policy Impact:

Improving and executing a nonrevenue water audit program is included in the 2020 Water Conservation Strategic Plan.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Maintain the organization's fiscal stability through strong financial policies and best practices
- Promote, protect, and enhance a healthy, sustainable environment and its natural resources

Carbon Neutrality Plan

- Improve water infrastructure and expand water reuse.
- Continue to support water conservation efforts across the Flagstaff community.
- Improve the resilience of public infrastructure and City facilities.

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.
- 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.

Has There Been Previous Council Decision on This:

No.

Attachments: Grant Agreement for Nonrevenue Water Audit

AGREEMENT: _____

WATER CONSERVATION GRANT FUND AGREEMENT

BETWEEN

_____

AND

The Water Infrastructure Finance Authority of Arizona

THIS GRANT AGREEMENT (the **"Agreement"**) is made effective as of the date of signature of the last signatory hereto (the **"Effective Date"**), by and between the Water Infrastructure Finance Authority of Arizona (the **"Authority"**), a body corporate and politic, and _____ (the **"Grantee"**). The Authority and the Grantee may individually be referred to as **"Party"** or collectively as the **"Parties."**

RECITALS

WHEREAS, Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the "**Act**") was amended by section 9901 of the American Rescue Plan Act ("**ARPA**"), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury's ("**Treasury**") to make payments from the Coronavirus State and Local Fiscal Recovery Funds ("**SLFRF**"), and

WHEREAS, the funds are purposed for use in responding to the COVID-19 public health emergency and its economic impacts through the categories of eligible uses and activities described in 31 C.F.R. Part 35, Subpart A, including for making necessary investments in water, sewer, and broadband infrastructure, and

WHEREAS, the source of funding for the Award is the ARPA, specifically the SLFRF, with Catalog of Federal Domestic Assistance (**"CFDA"**) Assistance Listing 21.027 for all activity pursuant to this Agreement, and

WHEREAS, the State of Arizona established the Water Conservation Grant Fund ("**WCGF**") under Title 49, Chapter 8, Article 5 of the Arizona Revised Statutes. A.R.S. §§ 49-1331 – 1335, to be administered by the Authority, and

WHEREAS, the Office of the Governor, in fulfilling its duty to administer the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona, entered into an Interagency Service Agreement (ISA-ARPA-WIFA-070122-01), as amended on November 3, 2023, to provide funding to the Authority through the WCGF to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category 5.8 Clean Water: Water Conservation, and

WHEREAS, the Authority is authorized to issue grants from the WCGF to eligible entities for water conservation programs and projects that are expected to result in: (1) long-term reductions in water use; (2) improvements in water use efficiency; or (3) improvements in water reliability. And

WHEREAS, WCGF grants may be issued for any of the purposes specified in A.R.S. § 49-1332(B), and

WHEREAS, Grantee meets the Treasury's definition of a subrecipient and has applied for a grant, pursuant to the Application attached to this Agreement as Exhibit A [*Grant Application*]; and

WHEREAS, by the Board resolution attached to this Agreement as Exhibit B [*Board Resolution*], the Authority has determined Grantee is eligible for financial assistance from the WCGF and has reviewed and approved the Grantee's Application in accordance with the requirements of A.R.S. §§ 49-1331 – 1335.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the Authority and Grantee agree as follows:

ARTICLE I - Definitions

1.1. "Act" means Title VI of the Social Security Act (42 § U.S.C. 801 et seq.), as amended.

1.2. "Application" means the Grantee's application for financial assistance from the Water Conservation Grant Fund, attached to this Agreement as Exhibit A [*Grant Application*] and incorporated herein.

1.3. "ARPA" means the American Rescue Plan, Pub. L. No. 117-2 (March 11, 2021), as amended.

1.4. "Authority" or "WIFA" means the Water Infrastructure Finance Authority of Arizona

1.5. "Authorized Officer" means the Director of the Authority, or any other person or persons designated by the Director to act on behalf of the Authority, with respect to this Agreement.

1.6. "Award" means the specific grant amount awarded to Grantee as described in this Agreement.

1.7. "Scope of Work" means the program or project described in Exhibit C [*Scope of Work*], attached to this Agreement and incorporated herein.

1.8. "SLFRF" means the Coronavirus State and Local Fiscal Recovery Funds.

1.9. "Treasury" means the United States Department of Treasury.

1.10. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits.

ARTICLE II - Award

2.1. The Award. The Authority hereby agrees to provide the Grantee with an award in the amount of _____ ($_____) (the "**Award**"), subject to the terms and conditions set forth in this Agreement and availability of funds. The Authority shall make the Award available to Grantee upon execution of this Agreement by the parties. Subject to the Grantee's compliance with all terms and conditions of this Agreement, and the continued non-existence of a breach or default, or any event, circumstance, act, or omission which with the giving of notice, the passage of time, or both would constitute a breach, default or give rise to the termination of this Agreement, the Authority agrees to disburse the Award to the Grantee in accordance with the provisions of Article III [*Disbursement and Funding*].

2.2. Acceptance of Award. Grantee hereby accepts the Award under the terms and conditions of this Agreement, and agrees to execute and return this Agreement to the Authority within thirty (30)

calendar days of receipt unless Grantee receives a written waiver of this requirement by the Authority.

2.3. Purpose and Use of Award. Grantee agrees to undertake and complete the Scope of Work in a timely manner, and to receive and expend the Award in accordance with this Agreement. Grantee agrees to utilize the Award only for the purpose of implementing the Scope of Work. Any expenditure deviating from the Scope of Work shall require the Authority's prior written approval. Supporting documents and attachments from the Application are incorporated herein by reference. If content in the Application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement takes precedence.

2.4. Prior Costs Incurred. The Award may be used for costs incurred prior to the Effective Date of this Agreement, but may not be used for costs incurred or for which commitment was made before July 6, 2022.

2.5. Time of Performance. Grantee may use the Award for costs incurred and activities performed between July 6, 2022, and June 30, 2026.

2.5.1. Grantee shall complete the Scope of Work no later than June 30, 2026.

2.5.2. Grantee shall make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority. For purposes of this section, unless otherwise agreed to by the Authority in writing, "sufficient progress" means the Grantee has, at a minimum, complied with all schedules and deadlines listed in the Scope of Work.

2.5.3. Grantee may submit to the Authority a written request to amend a Scope of Work's schedule, which the Authority may, but is not required to approve. The written request shall detail: (1) the nature of the delay(s); (2) the amended schedule dates; and (3) any efforts to be implemented to adhere to the amended schedule.

2.6. Benchmarks. Failure to adhere to the benchmarks listed below shall constitute a breach of this Agreement and may result in the loss of all or part of the Award. In addition to any schedule or deadline identified in the Scope of Work, Grantee shall, at a minimum, comply with the following benchmarks:

2.6.1. Expend 5% of the Award by December 2, 2024.

2.6.2. Expend 50% of the Award by December 31, 2025.

2.6.3. Expend 75% of the Award by March 31, 2026.

2.7. Term of Agreement. This Agreement remains in effect until all reporting requirements described in this Agreement have been fulfilled by the Grantee and accepted by the Authority (the "**Term**").

2.8. Grantee Obligations. This Agreement constitutes the valid and binding obligations of the Grantee, enforceable in accordance with its terms. The obligation and utilization of the Award provided through this Agreement are subject to the proper observation of the Agreement and any requirements incorporated by reference.

2.8.1. Assignments. The Grantee agrees not to transfer, assign, or pledge any right or interest in any payment or advance due pursuant to this Agreement, or any of the other benefits thereof, without the prior written consent of the Authority. Any such assignment made or attempted by the Grantee without the prior written consent of the Authority shall be void and of no effect. No consent by the Authority to an assignment by the Grantee shall release the Grantee as the party primarily obligated and liable under the terms of this Agreement, unless the Authority specifically releases the Grantee in writing.

2.8.2. Compliance with Applicable Laws. The Grantee shall perform all activities under this Agreement in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Grantee's activities. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

2.8.3. Subcontractors. Grantee shall require any subcontracting entities to observe and follow all provisions of this Agreement.

2.9. Exhibits. The terms and conditions of this Agreement include the terms and conditions set forth in the Exhibits, which are part of this Agreement.

2.10. Fund Availability. Any action by the Parties under this Agreement requiring the expenditure of funds is conditioned upon the availability of funds appropriated, assigned, and allocated for the payment of such obligation. If funds are not appropriated, assigned, allocated, and available or if the appropriation is changed by the legislature or the Governor's Office resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2.11. Notices. All notices required or permitted under this Agreement, including technical correspondence, invoices, and reports from Grantee, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, or emailed to Grantee or the Authority at the following addresses:

WIFA Project Manager
Laurie Gehlsen, Grants Coordinator
Water Infrastructure Finance Authority of Arizona
100 N 7th Ave, Suite 130
Phoenix, AZ 85007
Direct: (480) 647-4462
LGehlsen@azwifa.gov

Grantee Project Manager

_____
_____
_____
_____
_____
_____

Either Party may designate any further or different addresses to which subsequent notices or other communications shall be sent, by notice in writing given to the other Party.

ARTICLE III - Disbursement and Funding

3.1. Reimbursement Basis. The Authority shall disburse the Award on a reimbursement basis, upon presentation of accurate and complete claims to the Authority. Except as hereinafter provided, disbursements shall be made only:

3.1.1. For reimbursement of expenses incurred in accordance with this Agreement; and

3.1.2. When a request for reimbursement is submitted in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation as required by the Authority; and

3.1.3. When an Authorized Officer of the Authority has determined that such disbursement is proper.

3.2. Request for Reimbursement. Grantee shall submit requests for reimbursement to the Authority using forms provided by the Authority on a monthly basis, unless otherwise approved by the Authority in writing. Requests for reimbursement shall be submitted to the Authority no later than the fifteenth (15th) day of each month. The Authority shall not distribute the Award to the Grantee until the Authority has received and processed a request for reimbursement. The Authority shall verify the request and claimed expenses against the reports required in this Agreement. To receive payment, requests for reimbursement for work performed during the term of this Agreement must be submitted no later than June 15, 2026, unless otherwise approved by the Authority in writing. A request for reimbursement must contain:

3.2.1. An itemized accounting of grant expenses incurred;

3.2.2. Receipts, vendor invoices, documentation of in-kind labor, and other documentation of costs incurred;

3.2.3. Certification that: the reimbursement amount requested is a proper cost as evidenced by attached invoices;

3.2.4. Certification that the signatory is duly authorized to submit the reimbursement request; and

3.2.5. Any additional documents or information deemed necessary by the Authority.

3.3. Method of Disbursement. The Authority may disburse the Award by check, electronic means, warrant, or other transfer medium basis within thirty (30) calendar days of the Authority's receipt

of the request for reimbursement, subject to funding availability. An Authorized Officer of the Authority shall approve disbursements directly to Grantee and shall provide Grantee with a copy of the approval and the date approved.

3.4. Affirmation of Representations and Warranties. Each request for reimbursement, disbursement, or the receipt of the Award funds requested by the Grantee, shall constitute Grantee's affirmation that all representations and warranties of the Grantee as described in this Agreement or any Exhibit therein, are true and correct as of the date thereof and throughout the Term of the Agreement, unless the Grantee notifies the Authority to the contrary in writing prior to the request for reimbursement or release of the disbursement.

3.5. Withholding Disbursements. The Authority may elect in its sole discretion to withhold payment of the Award in whole or in part if Grantee breaches any provision of this Agreement or any Exhibit therein.

3.6. Required Notice. Grantee shall provide the Authority with immediate written notification:

3.6.1. Of any inability to expend the Award in accordance with the Scope of Work; and

3.6.2. Prior to any expenditure of the Award deviating from the Scope of Work.

3.7. Inspections – Expenses and Operations. Subject and pursuant to the provisions of Section 2.2 of the General Terms and Conditions included in Exhibit D, the Authority shall have the option to undertake an inspection of the Grantee's expenses and operations at any time to verify the information included in and with any and/or all requests for reimbursements under this Agreement.

ARTICLE IV - Representations and Warranties

4.1. Grantee hereby represents and warrants that it is a: (check appropriate)

☐ Municipal water delivery system as defined in A.R.S. § 42-5301.

☐ County water augmentation authority established under A.R.S. Title 45, Chapter 11.

☐ County water authority established under A.R.S. Title 45, Chapter 13.

☐ An Indian Tribe.

☐ Community facilities district as established by A.R.S. Title 48, Chapter 4.

☐ Public water system as prescribed in A.R.S. § 49-532.

☐ Natural resource conservation district.

☐ City, town, county, district, commission, authority or other public entity that is organized and that exists under the statutory law of this state or under a voter-approved charter or initiative of Arizona.

☐ Nongovernment organization that focuses on water conservation or environmental protection who has partnered with _____, an eligible entity as defined under A.R.S. § 49-1301. *If selected, Grantee must submit a completed Partnership Certification with this Agreement.*

4.2. Conflicts of Interest. The Parties each represent that, as of the date of execution of this Agreement, they are not aware of any facts or circumstances which would give rise to a cancellation right in

favor of any Party pursuant to A.R.S. § 38-511. Grantee represents and warrants that there exists no actual or potential conflict of interest between the Grantee's performance under this Agreement and the Grantee's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the Term of this Agreement, or any extension thereof, the Grantee shall immediately notify the Authority in writing.

4.3. Adverse Proceedings. Grantee represents and warrants that there are no proceedings pending or, so far as the Grantee knows, threatened, before any court or administrative agency that will materially adversely affect the Grantee's ability to fully perform the Scope of Work. During the Term of this Agreement, should proceedings arise that will materially adversely affect Grantee's ability to fully perform the Scope of Work, the Grantee shall promptly notify the Authority in writing.

4.4. Authority to Sign. Grantee represents and warrants that the Grantee and the person signing on behalf of the Grantee have the full power and authority to enter into and execute this Agreement, to legally bind the Grantee and to perform and comply with the terms and conditions set forth herein.

4.5. Debarment, Suspension, U.S. Government Restricted Party Lists. Grantee warrants that it is not, and its contractors or subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specifically Designated Nationals and Blocked Parties List, and neither the Grantee nor any contractors or subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

4.6. Grantee Matching. Pursuant to A.R.S. § 49-1333(B)(4), at least a twenty-five percent (25%) match is required for each water conservation program or project.

4.6.1. Funds provided under one federal program may not be used to meet a non-federal match or cost-share requirements of another federal program. 2 CFR 200.306(b)(5).

4.6.2. As stated in the Treasury's SLFRF Final Rule, Grantees may fund a program or project "with both SLFRF funds and other sources of funding provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies."

4.6.3. Grantee's match requirement under this Agreement is a state requirement; matching is not required by ARPA. Grantee represents and warrants that Grantee has satisfied or will satisfy the state match requirement using permissible funding sources. Grantee's matching contribution may include cash contributions or in-kind contributions. Grantee's matching contribution may not include any monies provided by the Authority.

4.6.4. Failure to adhere to the state matching requirement under A.R.S. § 49-1333(B)(4) shall constitute a breach of this Agreement and may result in the loss of all or part of the Award.

4.7. Indemnification. Grantee shall protect, defend, indemnify, and hold harmless the Authority and its board and committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Grantee's performance hereunder, Grantee's or Grantee's subcontractor's negligence including active or passive, or strict liability including but not

limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the Authority. The provisions of this section shall survive the expiration or termination of this Agreement.

4.8. Liability. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to Grantee or relieve Grantee from fully performing any other obligation required of it under this Agreement; provided, however, that Grantee may have and pursue any and all other remedies provided by law for compelling performance by the Authority of such obligation assumed by or imposed upon the Authority. Neither the Authority nor its board or committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers or affiliates shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

4.9. Permits. Grantee represents and warrants that all permits necessary or required in connection with the award have been or will be obtained, and all fees and bonds required in connection therewith have been or will be paid and/or posted as the circumstances may require.

ARTICLE V – Records and Reports

5.1. Financial Records. Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award and to comply with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Records shall be maintained by the Grantee for a period of five years after the Award funds have been expended or returned to Treasury, whichever is later. Failure to maintain proper financial records required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.2. Reporting Requirements. Grantee shall provide reports of all activities related to this Agreement both as identified in the Agreement and as requested by the Authority. Grantee shall also provide to the Authority any additional written information requested by the Authority in a timely manner and within reasonable deadlines as shall be set by the Authority.

5.2.1. All financial reports required under this Agreement shall be prepared in accordance with GAAP standards, and shall be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.

5.2.2. If there is any amount of the Award remaining after the Scope of Work is completed, Grantee shall report the remaining balance to the Authority.

5.2.3. Grantee shall comply with and abide by the U.S. Department of the Treasury's Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds, available at https://home.treasury.gov/system/files/136/Apr-2023-PE-Report-User-Guide.pdf.

5.2.4. Grantee shall provide the following performance metrics required for water-related infrastructure projects:

- Projected/actual construction start date (month/year);
- Projected/actual initiation of operations date (month/year);
- Location;
- Whether the project prioritizes local hires;
- Whether the project has a Community Benefit Agreement, with a description of any such agreement;
- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund);
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund);
- Median Household Income of service area; and
- Lowest Quintile Income of the service area.

5.2.5. Failure to provide reports required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.3. Monthly Reports. Grantee shall report to the Authority on Grantee's expenditure of the Grant and the status of the Scope of Work on the fifteenth (15th) day of each month following the date of this Agreement, and on the fifteenth (15th) day of every month thereafter until Grantee expends the entire Award or completes the Scope of Work, whichever is first. Monthly reports shall be in a form acceptable to the Authority. The Authority may revise the form of the monthly report from time to time. The Authority reserves the right to request additional reports relating to the expenditure of the Award or additional information as needed for ARPA reporting requirements.

5.4. Final Report. Audit. Grantee shall provide a final report (the "**Final Report**") in a form acceptable to the Authority.

5.4.1. The Final Report shall be submitted to the Authority within thirty (30) calendar days of one of the following occurrences: (1) the Award funds have been expended; (2) the Scope of Work has been completed; or (3) the Agreement has otherwise been terminated. Notwithstanding the foregoing, the Final Report shall be submitted to the Authority no later than June 15, 2026.

5.4.2. The Final Report shall contain the information deemed necessary by the Authority.

5.4.3. Following the receipt and approval of the Final Report, the Authority will notify Grantee in writing that the Agreement is administratively closed.

5.4.4. After the project is administratively closed, Grantee shall submit all required audits to the Authority. All audits for fiscal years in which Grantee received Award funds from the Authority must be received, reviewed, and found to be satisfactory by the Authority.

5.4.5. In the event that the Authority determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Grantee shall refund such monies back to the Authority.

ARTICLE VI - Enforcement & Remedies

6.1. Breach. The Parties agree that all conditions set forth herein are material to this and the occurrence of any of the following events is a Grantee breach under this Agreement:

6.1.1. Any certification, statement, representation, or warranty contained in this Agreement or report required under this Agreement, the Application, or any other document related to the award which the Authority determines at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.

6.1.2. The Grantee 's failure to comply with each and every term, covenant, condition, and/or agreement contained in this Agreement.

6.1.3. The Grantee's failure to make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority in accordance with sections 2.5 and 2.6 of this Agreement.

6.1.4. The Grantee's use of the Award proceeds for any purpose other than as authorized under the provisions of this Agreement.

6.1.5. The Grantee fails to comply with any law, ordinance, code, order, rule, or regulation of any governmental or administrative authority having jurisdiction over the Scope of Work within thirty (30) calendar days after notice in writing of such failure to comply has been given to the Grantee from such governmental or administrative authority.

6.2. Notice of Breach. Cure Period. Upon the occurrence of a breach, the Authority shall issue a written notice of breach, identifying the nature of the breach and providing thirty (30) calendar days (or a lesser or additional time as may be agreed to by the Parties) in which the Grantee shall have an opportunity to cure the breach. Time allowed for cure does not diminish or eliminate Grantee's liability for damages.

6.3. Default. If Grantee fails to cure a breach within the period specified in the written notice, Grantee is in default of its obligations, and the Authority may exercise any or all of the following remedies:

6.3.1. Withhold applicable payment until the default is remedied;

6.3.2. Terminate this Agreement, in whole or in part;

6.3.3. Recapture Award funds provided to Grantee under this Agreement, in whole or in part;

6.3.4. Suspend or de-obligate the Grantee's authority to receive any undisbursed proceeds of the award; and/or;

6.3.5. Proceed at any time, or from time to time, to protect and enforce all rights and remedies available to the Authority, including demanding repayment of Award funds, by suit or other appropriate proceedings, whether for specific performance of any covenant, term, or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law, regulation, or in equity.

6.4. Good Faith. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Agreement.

6.5. De-obligation. The Authority may de-obligate Award funds under this Agreement upon written notice to Grantee. The Authority may de-obligate and reduce Award funds under the following circumstances:

6.5.1. Grantee has completed performance under the Scope of Work without using all of the Award provided by the Authority under this Agreement;

6.5.2. This Agreement expires and all Award funds have not been expended;

6.5.3. Grantee, with the consent of the Authority, cancelled or changed an activity required under the Scope of Work for reasons other than nonperformance;

6.5.4. This Agreement has otherwise been terminated in whole or in part; or

6.5.5. Mutual consent by the Parties.

6.6. Disallowed Costs. An expenditure that is reimbursed under this Agreement and that does not comply with this Agreement shall constitute a disallowed cost and be subject to recapture by the Authority and repayment to the Authority. Within fourteen (14) calendar days of the date of the Authority's written notice to Grantee, unless a longer period is approved by the Authority in writing, Grantee shall repay the Authority any portion of the Award paid by the Authority which the Authority has in its sole discretion determined constitutes a disallowed cost.

6.7. Repayment. Grantee agrees to repay the Award in whole or in part if the Authority determines that Grantee has failed to use the Award in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. The Authority may specify, in writing, the terms of the repayment or alternative terms in lieu of repayment, however, in no such case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination of non-compliance by the Authority. This section does not apply to a Grantee's failure to make sufficient progress on the Scope of Work of this Agreement, provided Grantee made good faith efforts to complete the Scope of Work within the time for performance.

6.8. Remedies Cumulative and Concurrent. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity by statute. Every right, power, and remedy given to the Authority shall be concurrent and may be pursued separately, successively, or together against the Grantee, and every right, power, and remedy given the Authority may be exercised from time to time as often as may be deemed expedient by the Authority.

6.9. Strict Performance. No delay or omission of the Authority to exercise any right, power, or remedy accruing upon the happening of a Default shall impair any such right, power, or remedy, or shall be construed to be a waiver of any such Default or any acquiescence therein. No delay or omission on the part of the Authority to exercise any option granted to the Authority under this Agreement, in any one or more instances, shall constitute a waiver of any such Default and each such option shall remain continuously in full force and effect.

6.10. Attorneys' Fees and Costs. In the event of Grantee's breach of this Agreement, Grantee agrees to pay any and all costs and expenses, including attorneys' fees, incurred by the Authority in connection with the enforcement of this Agreement. If the Authority terminates this Agreement for cause, any costs incurred shall be the Grantee's responsibility.

ARTICLE VII - Miscellaneous

7.1. Amendments and Modifications. This Agreement may be amended by mutual agreement in writing between Grantee and the Authority. Any request to amend this Agreement by Grantee must be in writing and state the amendment request and reason for the request. Grantee shall make requests in a timely manner and in no event less than thirty (30) calendar days before the effective date of the proposed amendment. Any amendment, modification, or extension of this Agreement must be submitted through the Sub-recipient Management Tool (SRM), eCivis, and approved by both Parties.

7.2. Insurance. Grantee agrees to comply with the Insurance Requirements set forth in Exhibit D [*General Terms and Conditions*]. Failure to maintain the required insurance at all times shall constitute a breach of this Agreement that is subject to penalties up to and including suspension of payments and/or termination of this Agreement.

7.3. Permits/Licenses/Authorizations. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the Scope of Work or required to be obtained by the time of completion of the Scope of Work to be eligible for reimbursement funds under this Agreement.

7.4. No Implied Duties. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law. This Agreement does not imply Authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

7.5. No Obligation of State General Appropriations Funds. Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability or any nature arising hereunder. The parties expressly recognize that payments to be made by the Authority under this Agreement may come from federal funds made available to the Authority for this purpose.

7.6. Survival. Those articles, sections, and subsections of this Agreement which by their nature are intended to survive, including, but not limited to, the Grantee's Representations and Warranties and Indemnification, shall survive the completion of the Scope of Work and the expiration or earlier termination of this Agreement.

7.7. Time of the Essence. Time is of the essence with regard to each provision of this Agreement as to which time is an element.

7.8. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from this Agreement, and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the Scope of Work funded in whole or in part by this Agreement will acknowledge the Authority's support in the following manner: "Funding has been provided by/contributed by the Water Infrastructure Finance Authority of Arizona."

7.9. Entire Agreement. This Agreement and any attached Exhibits shall constitute the entire agreement of the Parties relating to the Award and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral, or written.

Exhibit A	Grant Application
Exhibit B	Board Resolution
Exhibit C	Scope of Work
Exhibit D	General Terms and Conditions
Exhibit E	Federal Provisions
Exhibit F	Affidavit
Exhibit G	Reimbursement Request & Monthly Reporting Form
Exhibit H	Partnership Certification (*if applicable*)

ARTICLE VIII - Certification & Signatures

The Grantee, _____, hereby accepts this Agreement according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the Scope of Work complies with all applicable state, local, and federal laws and regulations, and that I am authorized to enter into and sign a binding Agreement with the Authority

By:_____ Date:_____
Signature

_____
Print Name and Title

For: _____ Tax ID No.:_____
Grantee Name

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

Signature	Signature
Chuck Podolak Printed Name	Printed Name
Director, Water Infrastructure Finance Authority Title	Title
Date	Date

EXHIBIT A
Application

[See attached]

Applications: Nonrevenue Water Audit Management Program

Profile
tlawless@flagstaffaz.gov

Entity Name:
City of Flagstaff

I. General Information

1. Title of Project:
Nonrevenue Water Audit Management Program

2.Type of Conservation Activity (A.R.S. § 49-1332(B)):
Programs or projects to reduce structural water overuse issues.

Note: for the purpose of the application, the term project and program will be referred to as “conservation activity”

3. Is this for an individual Water Conservation Project or a general Water Conservation Program?
Water Conservation Program

Please describe the specific components that make it a program.
In 2021 the City of Flagstaff Water Conservation Program (WCP) funded Phase I of a five-phase Nonrevenue Water Management Program as specified in the American Water Works Association M36 Program. The program scope was proposed to be completed in phases due to the unique standalone characteristics of each program element. Phase I completed an AWWA M36 Top-Down Water Audit with Level 1 Validation in 2022. The WCP is proposing to fund phases II-IV through the WIFA Water Conservation Grant Program. Phase II will complete a Level 2 Validation of Water Balance with Uncertainty Analysis. Phase III is a Non-Revenue Water Economic Analysis. Phase IV establishes a Non-Revenue Water Program Design. And Phase V will provide a plan for Non-Revenue Water Program Implementations.

4. What is the location of conservation activity?

City
City of Flagstaff

County
USA

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

Program/Project Legislative District (check all that apply)
6, 7

Watershed
Little Colorado River watershed

Active Management Area (if applicable):
None

Irrigation Non-Expansion area (if applicable):
None

5.Conservation Activity Cost

Amount requested from the WCGF for this activity:
$151,300.00

Amount of matching funds:
$42,500.00

Total conservation activity cost:
$170,000.00

When applying for the grant, note that a single water conservation program grant may not exceed $3,000,000. A single water conservation project grant may not exceed $250,000. The WCGF requires at least a twenty-five percent match for each water conservation program or project.

6. What is the estimated water savings in acre-feet per year?
270

Explain calculation:
The nonrevenue water (NRW) estimated from the first phase of our NRW audit program was approximately 300 million gallons (MG) or approximately 920 acre-feet, with a total cost of $1.13M annually. Approximately 675 of these acre-feet are attributed to real losses annually. However, uncertainty in the water audit must be improved before significant investment decisions are made based on these numbers. The immediate recommendations presented include advanced analysis of the billing data and field verification for supply volumes. Accomplishing these next steps will bring the confidence in COF's water audit results to a necessary level for clarity of action. These next stages in the nonrevenue auditing process will give further validity to the audit and will give clarity to next steps on loss reductions. The estimated annual water savings from water loss prevention in our Water Conservation Strategic Planning process is 270 acre feet annually. This number assumes annual system water use accounting, annual computation of Infrastructure Leakage Index, and system pressure regulation. In addition, it includes annual waterline replacements, hydrant replacements, and meter replacements both on a routine basis and as directed by the NRW audit process. The cost per acre foot of water savings via water loss programming is $600 per acre-foot.

7. What is the expected duration of the conservation activity?
Non-Revenue Water Management Program Phases 2-4 will be completed prior to December 31, 2026. Approximate timelines for each phase are as follows: Phase 2: 9 months, Phase 3: 4 months, Phase 4: 6 months, Phase 5: 24-36 months. Projects that are implemented during Phase 5 will have long-term water savings. Annual completion of the AWWA M36 NRW Water Audit worksheet is also a long-term goal that will help.

II. Conservation Activity Benefits and Results

8. What is the water conservation activity you propose to fund with grant monies? Describe in detail.
This activity is the implementation of Phases 2-4 of our nonrevenue water audit program. Details of these phases are as follows:

Phase 2: Level 2 Validation of Water Balance with Uncertainty Analysis
Objective Statement: To validate the source data from the originating data systems feeding the water balance inputs and establish statistical confidence levels on the water balance outputs.
Coordination with Production/IT staff to extract detailed historical supply volume database(s); Detailed analysis of same for identification of trends, anomalies and areas of concern; Flowcharting of existing business processes from meter reading to customer billing; Coordination with Billing/IT staff to extract detailed historical customer consumption database(s);

Detailed analysis of same for: Development of customer consumption profile for use in composite retail rate calculation; Development of customer meter profile for use in NRW Program Recommendations; Development of consumption profiles to identify trends, anomalies and areas of concern; Validation of consumption totals by account, customer class, rate code, and monthly global totals; Assessment of lag-time adjustments needed for the 12-month water balance; Assessment of 95% statistical confidence limits of the water balance at the component and aggregate levels to provide a confidence band (+/-) on the NRW components; Assessment of any validity improvements needed to support advanced NRW control efforts; Main line & service line break data for use in the development of a component analysis of real losses.

Level 3 Validation (as needed). Coordinate with the Owner and/or their technical assistance providers in the collection of: Finished Water Meters (Electronic Calibration/ Flow Accuracy Testing); Customer Meters: (Small meter test results / Large meter test results).

Phase 3: Non-Revenue Water Economic Analysis
Objective Statement: To assess the magnitude of volumes and costs between the current and optimal non-revenue water at the component and aggregate levels and design a comprehensive, dynamic model to assist the utility reach the economic optimal level of water loss.

NRW Gap Analysis: Evaluation of current practices and policies against best-practices detailed in the M36 Manual; Preliminary economic analysis to determine cost of current NRW program versus cost of optimized NRW program, to establish preliminary business case and prioritization of NRW components; Development of NRW component mapping and economic analysis for preliminary target setting: Unbilled Consumption components; Apparent Loss components with emphasis on optimizing metering losses; Real Loss components with emphasis on optimizing unreported losses; Aggregated NRW economic target setting.

Final Report - Prepare a summary report including: Economic analysis of NRW cost & revenue recovery; Recommendations for areas of improvements and next steps on enhancement of overall NRW management.

Phase 4: Non-Revenue Water Program Design
Objective Statement: To prepare an effective, achievable strategy for successful transition to a comprehensive program;

Design of near- and long-term NRW Program recommendations for the management and reduction of Non-Revenue Water, and improvements in system efficiency benchmarking and Data Validity; Evaluation of existing demand management program, and gap analysis for long-term conservation objectives; Incorporation of long-term water loss management (supply side conservation) objectives into overall utility demand forecasting; Development of Program implementation plan, with prioritization and benefit/cost estimations.

Phase 5: Non-Revenue Water Program Implementations (for later implementation)
Objective Statement: To guide the utility in implementation of recommendations as outputs from the NRW Program Design.

Example Implementation of Operational and Capital Projects - While not all systems will require all implementation projects, an example listing of potential projects include: Finished Water Meter replacement or relocation; Customer Meter Replacement; Main Line Replacement or Rehabilitation; Service Line Replacement or Rehabilitation; Pressure Optimization; District Meter Area Establishment; Active Leak Detection; Asset location and field verification.

9. What is the source of the water that will be conserved? If it is mainstem Colorado River water or Colorado River water delivered through the Central Arizona Project, please clearly indicate so.
On the potable water side, the water saved will be primarily groundwater from the C-aquifer, with some savings to Upper Lake Mary reservoir and Inner Basin spring water. Reclaimed water conserved increases the volume available for reuse.

10. Describe the community (population size, demographics, principal economic activities, etc.) impacted by the conserved water.
Flagstaff is the largest community in northern Arizona at just under 80,000 people. Executing the three program phases will impact several populations and activities: City's water production program, City's customer service program, City's water production program, and potentially some customers.

11. What is the extent to which your water conservation activity achieves one or more of the following (select all that apply):
Long-term reductions in water use, Improvements in water use efficiency, Improvements in water use efficiency

Describe:
Long-term reductions in water use: An informed recommendation of leakage or inefficiencies due to system pressure issues would have a long-term impact on water use provided the City will continue to monitor the system as per the AWWA M36 schedule.

Improvements in water use efficiency: The results of the City's Phase I Top-Down Water Audit concluded that advanced validation is warranted before conclusions can be made regarding the system's leakage. Results from Phases II-V will inform which interventions improve water use efficiency with the greatest savings in dollars per acre-foot. Additionally, improved quantification of operational elements such as blow-off volumes at the City's water production wells and of filter wash volumes at the Lake Mary Water Treatment Plant and Reservoir Filtration Plant will more accurately reflect the impact these practices have on the C aquifer and Inner Basin Water Sources to inform long-term planning and sustainability of these sources.

Improvements in water reliability: Water losses are often the most attainable additional source of supply in a system. Reduction in physical losses leads to less withdrawals from the source. Reduced withdrawals lead to improvements in water reliability.

12. What is the extent to which your water conservation activity addresses one of more of the following:
Water supply shortages, Reliance on non-renewable water supplies

Describe:
Water supply shortages: A water shortage in Flagstaff would most likely come in the instance of a wildfire impacting a wellfield or Upper Lake Mary. Increased efficiency and a decrease in per-capita water use – community-wide – reduce peak water demand and affords more time before a water shortage would be declared.

Reliance on non-renewable water supplies: Water saved under this program directly reduces groundwater production demand.

13. How will your water conservation activity align with a local, regional, or statewide water plan or integrated resource management plan?
The City of Flagstaff Water Conservation Strategic Plan, which was approved by the Flagstaff City Council in December of 2020, outlines the need for additional efforts in system water loss control. This plan included the need for checking the water system for leaks, verifying meter accuracy, and increasing theft prevention measures. The following water loss management elements were also included in this measure: annual system water use accounting; annual computation of infrastructure leakage index; system pressure regulation.

14. What are the costs and benefits of your water conservation activity, including any environmental impacts?
The costs of this program are primarily accrued through the staff time required to conduct the nonrevenue water audit procedures. However, the implementation of recommendations from a NRW audit may include replacement of hydrants, water system lines, meters, and other infrastructure. Embedded environmental impacts to these infrastructure investments must a include lifecycle assessment of the production, manufacturing, transportation, and installation of each product. However, this is offset by the long-term water and energy savings achieved through the reduction of water losses, AKA long-term water savings.

15. How will you measure the effectiveness of the conservation activity?
The water loss program design will identify specific intervention strategies and schedules, tailored to the City's operational and capital budgeting and resource allocations. Anticipated outcomes likely will include:

• Set and achieve strategic, long-term conservation goals through both supply-side efficiency practices and zone management practices;

• Leverage of existing Utility Water Audit data management and customer metering systems for validation supply volumes, consumption volumes and Water Loss component volumes, to provide sustainable reliability in performance tracking;

• Zone-specific pressure optimization for leakage reductions, break reductions, improved customer service, energy cost reductions, extension of asset life, incorporating internationally proven pressure management strategies;

• Leverage AWWA M36 Leakage Component Analysis with District Metered Areas to achieve economic optimum level of leakage intervention (Economic Level of Leakage), incorporating continuous water balance calculations on a DMA basis from advanced metering systems;

• Leverage continued integration with the existing GIS and work order systems to track and guide system-wide efforts;

• Design an economically optimal testing strategy for large meters (Economic Level of Apparent Loss), providing macro and micro scale business case decision making for meter management activities, for optimization of revenue recovery;

• Leverage big data analytics for Water Loss diagnostics and control in billing processes (Economic Level of Apparent Loss), for optimization of revenue recovery.

III. Funding Sources

16. If your water conservation activity is eligible for funding from WIFA's Long-Term Water Augmentation Fund or Water Supply Development Fund, does the nature of your conservation activity make funding from those funds impractical, and why?
This conservation activity is not eligible for funding from the Long-Term Water Augmentation Fund or the Water Supply Development Fund.

17. Would the conservation activity be otherwise implemented without this grant funding? Explain.
Complete funding for the program has not been allocated through COF Water Services Capital Improvement Program (CIP) budget due to other emergent water resource and infrastructure priorities. Without timely grant funding, Flagstaff's ability to complete this program would be dependent on Water Services budget available year-to-year.

18. To what extent will your water conservation activity maximize or leverage multiple available funding sources, including federal funding?
N/A

19. Are there cost-sharing opportunities with other applicants or other parties? Explain.
No.

20. What is the source and amount of the match (including in-kind match)?
The funding source will be from Water revenues in the amount of $42,500.

IV. Capacity, Feasibility, & Public Comment

21. What qualifications and capacity do you have for completing your proposed water conservation activity? Include any past managerial deficiencies and provide the name(s) and qualifications of the individual(s) or entities who will be managing this activity.
Tamara Lawless, our Water Conservation Manager, was the project manager for both our Water Conservation Strategic Plan as well as Phase 1 of our Nonrevenue Water Audit program. She brings 10 years of experience at City of Flagstaff to the table as well as an overall 20 years in the environmental field, including a BS, MS, and PhD.

22. Will there be significant management impacts as the result of the proposed conservation activity, or any technology associated with the conservation activity? (For example: additional costs or staffing requirements)
Yes, the NRW Audit will give us important information about which portions of our distribution system are most critical for repairs as well as which meter changeouts will give us the most water and monetary savings.

23. Will the proposed conservation activity promote collaborative partnerships to address water-related issues? Explain.
Yes – completing the phases of this project involves collaboration with staff in water production, water distribution, engineering, customer services, and fire. Implementation of actions will require buy-in from these teams.

24. What is the stakeholder involvement in the conservation activity planning process?
Both community and internal stakeholders were heavily involved in our Water Conservation Strategic Plan process, which resulted in the selection of water loss measures as a priority (among others). For the implementation of the proposed program described in this proposal, the main stakeholder involvement will be internal to City of Flagstaff. The main participants include routine partnership and collaboration with our Customer Service, Distribution, and Production staff.

25. Will the proposed conservation activity include public outreach and opportunities for the public to learn about the conservation activity? Explain.
We are dedicated to keeping the Flagstaff community updated on all the operations of our utility. This includes infrastructure upgrades, opportunities for behavior change and rebates, and ongoing research activities. We put out a monthly newsletter as one of our public outreach methods, and this topic (progression of our NRW efforts) will be included. We also regularly post information about current projects and programs through the CIty of Flagstaff's main social media channels.

26. Is there community and/or sector support for the conservation activity? Explain.
Yes, in 2018-2020 we undertook an extensive community stakeholder engagement process while working on our Water Conservation Strategic Plan. An Advisory Committee and Stakeholder Group, both composed of City staff as well as members of the general public provided input on which conservation activities were the highest priority to the Flagstaff community. This input was gathered through both public surveys and community meetings. Community members were asked to review the list of measures and to indicate their preferences. The result of these efforts was the selection of our final list of conservation activities, which included system water loss abatement efforts. The importance of addressing system leaks and losses were a recurring theme amongst Flagstaff stakeholders.

Regarding sector support, the City of Flagstaff received Gold certification under the Alliance for Water Efficiency's G480-20 Water Conservation and Efficiency Program Operation and Management Standard. This is a voluntary standard that can be adopted by water providers at their own discretion. The G480-20 Standard describes the critical elements of an effective water conservation and efficiency program. This standard encompasses activities undertaken by a utility within its own operations to improve water use on the supply side upstream of customer meters through distribution system management, and on the demand side through customer billing and education practices. A conservation program meeting this standard has the potential to impact all water users. The main reason the COF water utility was unable to achieve this standard at this highest level (Platinum) when certified was due to our lack of a robust nonrevenue water auditing program.

27. How feasible is it to complete your water conservation activity? Explain.
The completion of this activity is very feasible. We have already successfully completed Phase 1 of the nonrevenue management program, so our staff are familiar with the process and the general procedures that are associated. The approximate timeline for the completion of phases 2-4 are as follows: Phase 2: 9 months, Phase 3: 4 months, Phase 4: 6 months, Phase 5: 24-36 months.

28. If the conservation activity is a continuation of ongoing activities, has the activity been shown to be effective? If a new activity, has the proposed project, technology, or technique previously been implemented?
The first phase of the NRW Program highlighted areas of uncertainty in water loss estimation and identified areas of improvement. Subsequent phases will focus on the areas of improvement to leverage better data in which to make more informed decisions on how to best invest in the NRW Program (Phase 5 Implementations)

29. Will the proposed conservation activity implement an established Best Management Practice? Explain.
Yes, the M36 AWWA Water Audit is an industry best practice. Many states require communities utilize the audit software to submit nonrevenue water statistics. Arizona is still accepting lost-and-unaccounted-for calculations for water loss but Flagstaff adopted the AWWA method following the WIFA-ADWR Workshop that we participated in January of 2018.

Additional Supporting Documentation (pdf, jpg, word, excel)
WCGF Budget Template WIFA NRW Flag.xlsx

Additional Supporting Documentation (pdf, jpg, word, excel)

Additional Supporting Documentation (pdf, jpg, word, excel)

Additional Supporting Documentation (pdf, jpg, word, excel)

Additional Supporting Documentation (pdf, jpg, word, excel)

Average Score

of Reviews
0

of Denials
0

Please use the following link to view the Budget

Budget Worksheet

View Budget Worksheet
https://portal.ecivis.com/#/peerBudget/1625F0F1-EE56-4F24-AF18-9E7CBE040C0E

Application Goals

View Application Goals
https://portal.ecivis.com/#/peerGoals/FE27A590-42A5-413E-9EBB-DB31E0264901

Did you include indirect costs in your budget?
Yes

EXHIBIT B
Board Resolution

[See attached]

Grant Resolution 2024-079– City of Flagstaff

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the "*Authority*") has received from the City of Flagstaff (the *"Local Grantee"*) a request (the "*Grant Application*") for the Water Conservation Grant Fund (the "*Grant*"); and

WHEREAS, the Authority has determined that the Local Grantee has met the applicable requirements of the American Rescue Plan Act ("ARPA"), and Arizona Revised Statutes §§ 41-2702 et seq. and 49-1331 et. seq.; and

WHEREAS the terms and conditions under which the Grant will be made, and the obligations of the Local Grantee will be set forth in a grant agreement (the "*Grant Agreement*") to be executed by the Local Grantee and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Board approves the Grant Application.

The Director of the Authority is hereby authorized and directed to execute the Grant Agreement with the Local Grantee to evidence a Grant in accordance with all applicable laws, the Grant Application, and the Summary detailed in Section 2 of this Grant Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution.

This Resolution shall take effect immediately.

Dated: October 18, 2023

By: David Beckham
David Beckham (Oct 18, 2023 22:37 PDT)
Chairman

Attest: _____
Director

Section 2: Summary

2.1 Grant Number

WC2-081-2023

2.2 Description

The conservation project includes Phases 2-4 of the nonrevenue water audit program - validation of the water balance analysis, coordination with finished water meter testing, and nonrevenue water economic analysis.

2.3 Grant Amount Requested

$136,000

EXHIBIT C
Scope of Work

Program/Project Title:	
Grant Award:	
Match Amount and Source of Match (Cash and/or In-kind):	*(Breakdown the amount of cash and/or in-kind match being provided)*
Scope of Work:	
Purpose of project/program:	

Scope of Work Schedule

Estimated grant draws by month for the fiscal period beginning November 2023 and ending June 2026

Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
N/A	N/A	N/A	N/A	$	$
Jan-24	**Feb-24**	**Mar-24**	**Apr-24**	**May-24**	**Jun-24**
$	$	$	$	$	$

Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
$	$	$	$	$	$
Jan-25	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
$	$	$	$	$	$

Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
$	$	$	$	$	$
Jan-26	**Feb-26**	**Mar-26**	**Apr-26**	**May-26**	**Jun-26**
$	$	$	$	$	$

Total $136,000 -

Note all grants must adhere to the following benchmarks as described in section 2.6.3 of this grant agreement.

- *Expend 5% of the Award by December 2, 2024.*
- *Expend 50% of the Award by December 31, 2025.*
- *Expend 75% of the Award by March 31, 2026.*

Scope of Work Schedule Narrative:
(Describe timelines, expectations of when projects will start/complete, etc.)

EXHIBIT D
General Terms and Conditions

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

1. Agreement Interpretation.

1.1. Captions and Headings. The captions and headings contained in this Agreement are included for convenience of reference only and are not intended to limit or enlarge the terms of this Agreement.

1.2. Choice of Law. The substantive laws of Arizona shall govern the interpretation, validity, performance and enforcement of this Agreement. A tribal government, by executing this Agreement, hereby waives any defense it may have of tribal sovereign immunity for the limited purpose of providing for the enforcement of this Agreement in accordance with its terms.

1.3. Date Calculation. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

1.4. Implied Agreement Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

1.5. Order of Precedence. In the event of a conflict in the provisions of the Agreement, as accepted by the Grantee and the Authority, and as they may be amended from time to time, the following shall prevail in the order set forth below:

1.5.1. Federal provisions;
1.5.2. Agreement Amendments;
1.5.3. Agreement; then
1.5.4. General Terms and Conditions.

1.6. Relationship of Parties. Neither Party to this Agreement shall be deemed to be the employee or agent of the other Party to the Agreement.

1.7. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

1.8. Third-Party Rights. Nothing in this Agreement is intended to create any third-party beneficiary rights; and Grantee and the Authority expressly state that this Agreement does not create any third-party rights of enforcement.

1.9. Waivers. No term or provision hereof will be considered waived by either Party, and no breach is excused or consented to by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No express or implied consent by either Party to, waiver of, or failure of a Party to enforce its rights with respect to a breach by the other Party shall constitute consent to or, waiver of any subsequent or other breach by the other Party. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement

shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

2. Agreement Administration and Operation.

2.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to generally accepted accounting procedures.

2.2. Audits and Inspections. The Authority shall have the right of access to records of the Grantee in order to conduct audits or other investigations. Upon request, the Authority's authorized representatives shall be provided with access and shall have the right to examine all documents, financial records, facilities, and activities related to Grantee's performance of this Agreement and to the receipt and expenditure of the Award. Grantee agrees to rectify issues identified in audits within the Authority prescribed time periods. Failure to comply with the request for audit or inspection, or a lack of documentation and records, is cause for termination of this Agreement or withholding of future disbursements.

2.3. Audit Exceptions. If federal or state audit exceptions are made relating to this Agreement, Grantee shall reimburse all costs incurred by the State of Arizona and the Authority associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from the Authority, Grantee shall reimburse the amount of the audit exception and any other related costs directly to the Authority as specified by the Authority in the notification.

2.4. Procurement. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The Authority may review any procurement solicitations that Grantee issues. The Authority's review and comments will not constitute an approval of the solicitation. Regardless of the Authority's review, the Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review, the Authority identifies any deficiencies, then the Authority shall communicate those deficiencies to the Grantee within seven (7) business days.

2.5. Retention. Pursuant to A.R.S. § 35-214 and 35-215, Grantee shall retain all records relating to this Agreement for a period of five years from the date of final payment to Grantee or as required by applicable law, whichever is longer.

3. Insurance. Grantee and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.

3.1. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.

3.2. Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

3.2.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

3.2.1.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

3.2.1.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

3.2.2.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non- owned by the Grantee.

3.2.2.2. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3. Workers' Compensation and Employers' Liability.

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

3.2.3.1. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3.2. This requirement shall not apply to any entity that is exempt under A.R.S. § 23-901, and when such entity executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

3.3. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

3.3.1. The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Authority, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).

3.3.2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.

3.4. Notice of Cancellation. Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

3.5. Acceptability of Insurers. Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

3.6. Verification of Coverage. Contractor shall furnish the Authority with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Authority's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement. All certificates required by this Agreement shall be sent directly to the Authority. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The Authority reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

3.7. Subcontractors. Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Authority reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.

3.8. Exceptions. In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self- insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4. Certifications Required by State Law.

4.1. If the Grantee is a Company as defined in A.R.S. § 35-393, the Grantee certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. § 35-393 and will refrain from any such boycott for the duration of this Agreement.

4.2. The Grantee further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4.3. Immigration Laws. Grantee certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by Grantee to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.

4.4. Non-Discrimination. Grantee certifies and warrants that it shall comply with the provisions of State Executive Order 2009-9. In performing this Agreement, Grantee shall not, and shall ensure that any and all contractors, subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

5. Reversion of Remaining Funds. Upon expiration or termination of this Agreement, Grantee shall transfer to the Authority any unexpended funds provided to Grantee by the Authority under this Agreement.

Acknowledgment

The Grantee, _____, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By:_____ Date:_____
Signature

_____
Print Name and Title

For: _____ Tax ID No.:_____
Grantee Name

EXHIBIT E
Federal Provisions

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Grantee's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's program(s) and activity(ies), so long as any portion of the Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above.

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

ARTICLE I - ARPA Terms and Conditions

1.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to Generally Accepted Accounting Principles. As defined by 2 C.F.R. Part 200, Subpart A, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board.

1.2. Use of Funds. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

1.3. Capabilities. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

1.4. Reporting. The Grantee agrees to comply with any reporting obligations established by Treasury as they relate to this award.

1.5. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

1.6. Pre-Award Costs. Pre-award costs are allowable only to the extent permitted in 2 C.F.R. § 200.458. Pursuant to the Treasury's SLFRF FAQ, Section 2.6, the ARPA final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. Pre-award costs shall be allowable subject to the terms and conditions of the Agreement.

1.7. Administrative Costs. Grantee may use funds provided under this award to cover both direct and indirect costs.

1.8. Compliance with Applicable Law and Regulations. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:

1.8.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

1.8.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

1.8.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

1.8.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

1.8.5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

1.8.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

1.8.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

1.8.8. Generally applicable federal environmental laws and regulations.

1.9. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1.9.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

1.9.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

1.9.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

1.9.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and

1.9.5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

1.10. Remedial Actions. In the event of Grantee's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

1.11. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

1.12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] by the U.S. Department of the Treasury."

1.13. Debts Owed the Federal Government. Any funds paid to Grantee: (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

1.14. Disclaimer. The United States expressly disclaims all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.

1.15. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

1.15.1. A member of Congress or a representative of a committee of Congress.

1.15.2. An Inspector General.

1.15.3. The Government Accountability Office.

1.15.4. A Treasury employee responsible for contract or grant oversight or management. An authorized official of the Department of Justice or other law enforcement agency;

1.15.5. A court or grand jury; or

1.15.6. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

1.15.7. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1.17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE II – Civil Rights Compliance

2.1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2.2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and

agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

2.3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov. OMB Approved No. 1505-0271 Expiration Date: April 30, 2025.

2.4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

2.5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2.6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

2.7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.

2.8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Grantee has received no complaints under Title VI.

2.9. Grantee must provide documentation of an administrative agency or court's findings of non-

compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: April 30, 2025, agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

2.10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law. Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Grantee's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Grantee is in compliance with the aforementioned nondiscrimination requirements.

ARTICLE III - Conflicts of Interest Acknowledgment

3.1. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity (program or project) funded under this award. Grantee must disclose in writing to the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

3.1.1. The Grantee must maintain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

3.1.2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3.1.3. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. However, Grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

ARTICLE IV - Debarment and SAM.GOV Certification

4.1. The Grantee certifies that, neither the Grantee nor any owner, partner, director, officer, or principal of the Grantee, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

4.1.1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or

voluntarily excluded from covered transactions by any federal or state department/agency;

4.1.2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.1.3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

4.1.4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

4.2. The Grantee is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following UEI Number: _____ found at www.sam.gov. Include date SAM.GOV registration begins and ends _____.

4.3. The Grantee further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

ARTICLE V - Lobbying Certificate Disclosure

5.1. For each bid, request for reimbursement, or offer, that exceeds $100,000, the Grantee certifies, to the best of his or her knowledge and belief, that:

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

5.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.1.3. The Grantee shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

5.2. This certification is a material representation of the fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 CFR Part 21.

ARTICLE VI - Audit Statement

6.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

6.2. If Grantee expends more than seven hundred and fifty thousand dollars ($750,000) in federal awards during a fiscal year, Grantee will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and Grantee must:

6.2.1. Provide a copy of Grantee's single audit in the eCivis file reporting area; and

6.2.2. Upload a copy of Grantee's alternative audit or financial budget audit in the eCivis file reporting area.

ARTICLE VII – Non-supplanting Certification

7.1. Supplanting. Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If the Authority has reason to believe supplanting has or will occur, the Grantee shall supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7.2. Certification. By signing this Agreement, the Grantee certifies that any funds awarded under this Agreement shall be used to supplement existing funds for activities contemplated under this Agreement and will not supplant or replace nonfederal funds that have been appropriated for the purposes and goals of the Agreement.

7.3. Penalties. The Grantee understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds awarded under the Agreement, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

ARTICLE VIII – Miscellaneous

8.1. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Grantee shall take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum

participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. If subcontracts are to be let, Grantee shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

ARTICLE IX - Acknowledgment

The Grantee, _____, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By:_____ Date:_____
Signature

_____
Print Name and Title

For: _____ Tax ID No.:_____
Grantee Name

EXHIBIT F
Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of the Grantee and that I possess the legal authority to make this Affidavit on behalf of myself and the Grantee for which I am acting.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge or bribery, attempted bribery, or conspiracy to bribe in violation of Arizona law, or the law of any other state, or federal law, except as follows ***[indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Grantee]:***

_____
_____
_____
_____

AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.

2. Been convicted of any criminal violation of a state or federal antitrust statute.

3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract.

4. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), or (3) above.

5. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

6. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts, or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows ***[list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, and the status of any debarment]:***

_____
_____
_____
_____

AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows ***[indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:***

_____
_____
_____
_____

SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, have in any way:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the award that is being entered into with the Authority.

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Grantee or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the award that is being entered into with the Authority.

3. Colluded with anyone to obtain information concerning the award that would give the Grantee an unfair advantage over others.

ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Authority and may be distributed to units of the State of Arizona and the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Arizona, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for an award shall be construed to supersede, amend, modify, or waive the exercise of any statutory right or remedy conferred by the Constitution and the laws of Arizona with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the Grantee with respect to this Affidavit, the award, and other Affidavits comprising part of this Agreement.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STSTE OF ARIZONA, THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____
Name:
Title:
(Authorized Representative and Affiant)

EXHIBIT G
Reimbursement Request & Monthly Reporting Form

This Reimbursement Request & Monthly Reporting Form is included as an example of the type of report Grantee should expect to submit on a monthly basis. The Authority reserves the right to request additional information and to modify this form.

Grantee Information (Subrecipient)					
Organization				Grant No.	
Contact Person		Contact Title			
Physical Address		City, State, Zip			
Phone Number		Email			
Sam.Gov UEI #					
Organization Internal Account Number:					
Median Household Income of service area					
Lowest Quintile Income of the service area					
Project/Program Information					
Grant Amount					
Match Amount					
Total Project Cost					
Since the previous disbursement request have total project/program cost estimates changed by 5% or more due to a Change Order or other project/program event? If Yes, explain			□ Yes □ No		
Projected/actual construction start date (month/year)					
Projected/actual initiation of operations date (month/year)					
Project/Program Location (address, City, and zipcode)					
Does the project/program prioritize local hires?			□ Yes □ No		
Does the project/program have a Community Benefit Agreement? If yes include a description of any such agreement			□ Yes □ No		
Is this project aligned with another federal award? If yes, provide the federal award information and the PWS # for drinking water projects or the NPDES # for clean water projects			□ Yes □ No Federal Grant: PWS: NPDES:		
Award Information (Subaward) – One per vendor					
Obligated Amount/Contract Amount					
Date Obligated/Contract Executed Date					
Vendor Name					
Vendor Physical Address					
Vendor City, State, Zip					
Vendor Sam.Gov UEI #					
Vendor Debarment Statement Y or N					
Expenditure during this reporting period (attach invoices for payment)					
Remaining contract amount					

All procurement documentation of Award expenditures has been maintained and can be produced upon request?	□ Yes □ No
Invoices, Receipts, and other Payment Tracking – One per receipt / invoice / request for funds	
List of each contractor, subcontractor, or vendor that provided supplies, equipment, construction, or other goods or services included in this disbursement request.	
List of each invoice number and invoice date	
The amount being requested from grant proceeds	
The amount the grantee will provide as part of the 25% match requirement and the source of the match	
The total invoice amount (the amount requested, plus the match amount must equal the total invoice amount)	

Performance Measures & Outcomes	
Have you started the program/project?	□ Yes □ No
If you answered Yes, what date did program/project start?	
Is the program/project 25% complete?	□ Yes □ No
Is the program/project 50% complete?	□ Yes □ No
Is the program/project 75% complete?	□ Yes □ No
Is the program/project on schedule to complete the Scope of Work as described in the grant agreement? *If no, please note an amended Scope of Work Schedule must be submitted*	□ Yes □ No
Actual water savings in acre-feet associated with this grant award (as available)	
Projected water savings in acre- feet associated with this grant award (if changed from original application)	

Most recent reported system deliveries:	

Narrative – Description of how the funds were used and what was accomplished.

To receive reimbursement:

- **Grantee must attach invoices for costs incurred;**
- **Vendors must be registered through SAM.GOV and have an active Unique Entity Identifier (UEI) Number.**

Grantee Representative Signature

Printed Name			
Title			
Signature		Date	

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tyrone Johnson, Recreation Supervisor
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration and Approval of Cooperative Purchase Contract: Sport Surfaces Distributing, Inc. in the amount of $50,150.00 for the floor replacement of the high traffic areas at Jay Lively Activity Center.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $50,150.00 with Sports Surfaces Distributing, Inc. for floor replacement of the high traffic areas at Jay Lively Activity Center; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of this Cooperative Purchase Contract with Sports Surfaces Distributing, Inc. will allow the City to purchase new rubber flooring that will replace the high traffic areas at Jay Lively Activity Center. The Cooperative Purchase Contract includes removal and disposal of the existing rubber flooring, furnish and install 10mm Mondo Sport Impact vulcanized rubber ice arena flooring color S073 Dark Blue, furnish and install new 1/8" x 4" rubber cove base and transitions to adjacent surfaces, clean-up and incidentals for complete work. The project is a part of the Facilities Advisory Committee FY2023-24 approved project list.

Financial Impact:

The amount of $50,150 is budgeted within account 001-06-152-0522-3-4224 ($35,000) and 055-11-158-3312-5 ($15,150).

Policy Impact:

There are no policy impacts.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community: Ensure the built environment is safe through the use of consistent standards as well as best practices for building and land use.

Carbon Neutrality Plan

IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.

Regional Plan

Goal PF.2: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

There has not been a previous Council decision made on this Cooperative Purchase Contract.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract in the amount of $50,150.00 with Sports Surfaces Distributing, Inc. for floor replacement of the high traffic areas at Jay Lively Activity Center; or
2. Deny the Cooperative Purchase Contract and suggest an alternative solicitation process

Background and History:

Staff identified the high traffic areas inside the ice rink that are in the highest need of replacement when transitioning from the ice surface to the rubber flooring surfaces and vice versa. The current flooring is a recycled rubber which is not durable and begins to get shredded when skates walk across the surface creating tripping hazards throughout the area. The proposed Mondo Sports Impact vulcanized rubber ice arena flooring is durable and made to withstand the environment of an ice rink.

The Cooperative Purchase Contract is priced through 1GPA contract #19-17PV-06. The Procurement Department has deemed the agency contract valid and current.

Community Involvement:

Patrons and staff can enjoy the use of the ice arena with safe transitions to and from the ice when crossing on the rubber flooring.

Expanded Options and Alternatives:

Staff has fielded complaints and concerns from patrons about the high hazard areas surrounding the ice rink.

Attachments:

Cooperative Contract
Exhibit A - Quote
Exhibit B - Award Letter
Exhibit B - Extension
Exhibit B - Agency Contract
Exhibit B - Pricing

COOPERATIVE PURCHASE CONTRACT
Contract No. CO-2024-76

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Sport Surfaces Distributing, Inc., a New Mexico Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Turf, Track, Courts and Other Surfaces;

B. A cooperative solicitation was released via Paradise Valley Unified School District as the lead agency of 1Government Procurement Alliance through Invitation for Bid No. 19-17PV that resulted in Contract No. 19-17PV-06 with Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Option #3: Jay Lively Activity Center Ice Rink

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Payment: Payment to Contractor for the materials and/or services provided for an amount not to exceed **fifty thousand one hundred fifty dollars and zero cents ($50,150.00), in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

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

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Daniel Carrick
City of Flagstaff
1650 N. Turquoise Dr.
Flagstaff, AZ 86001
dcarrick@flagstaffaz.gov
Phone: 928-213-2343

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov
Phone: 928-213-2276

To Contractor:
Maxwell Cohen
Sports Surfaces Distributing, Inc.
99 E. Virgina Ave., Ste. 200
Phoenix, AZ 85004
rcohen@sport-surfaces.com
Phone: 505-243-2971

With a copy to:
Amy Hagin
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
AHagin@flagstaffaz.gov
Phone: 928-213-2164

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

SPORTS SURFACES DISTRIBUTING, INC.

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SCOPE OF WORK
(attached)

1. Scope of Work dated February 8, 2024 – Jay Lively Activity Center Ice Rink 11 pages

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency Contract Award Invitation for Bid Solicitation No 19-17PV
2. Agency Contract
3. Agency Contract Amendment Summary
4. Agency Contract Extension
5. Sport Surfaces Pricing

SPORT SURFACES DISTRIBUTING, INC.
Certified MONDO Installation Contractors
99 East Virginia Avenue, Suite 260
Phoenix, AZ 85004
AZ License ROC335377
www.sport-surfaces.com

February 8, 2024

Dan Carrick, Recreation Supervisor
Jay Lively Activity Center
1650 North Turquoise Drive
Flagstaff, AZ 86001

Re: Ice Rink Flooring Replacement

Dear Mr. Carrick:

We propose to furnish the labor, material, and equipment to install 10mm Mondo Sport Impact vulcanized rubber ice arena flooring around three (3) sections of the Jay Lively Activity Center Ice Rink as shown on the attached drawing. Included in the work is:

1. Demo existing rubber flooring.
2. Prep concrete substrate.
3. Furnish and install approximately 1,895 square feet of moisture guarding 1.5mm Mondo Everlay-T underlayment.
4. Furnish and install approximately 1,895 square feet of 10mm Mondo Sport Impact vulcanized rubber ice arena flooring color S073 Dark Blue.
5. Furnish and install new 1/8" x 4" rubber cove base and transitions to adjacent surfaces.
6. Clean-up and incidentals for complete work.
7. Work priced through **1GPA Contract #19-17PV-06.**

The cost for the work is: $50,150.00

Yours truly,

SPORT SURFACES DISTRIBUTING, INC.

By _____
Maxwell Cohen, Vice President

EXIST. S.E.S. TO REMAIN, COORD. W/ NEW ELEC WORK

EXIST. MECH. EQPT. TO REMAIN, COORD. W/ NEW WORK

MECH 134

REPLACE W/ NEW BOILER, COORD. W/ MECH. DWG'S.

MECH 140

EXIST. MECH. EQPT. TO REMAIN, REPAIR/ REPLACE W/ NEW PIPING & POWER AS REQUIRED, TYP.

CROSS BRACING, COORD. W/ MTL. BLDS. DWG'S., TYP.

REPLACE W/ EXIST. MECH. EQPT. (DEHUMIDIFIER), COORD. W/ MECH. DWG'S.

REPLACE W/ NEW STL. MECH. PLATFORM, COORD. W/ MTL. BLDS. DWG'S.

REPLACE W/ NEW C.M.U. WALL TO 11'-2" A.F.F. PAINT TO MATCH EXIST.

REINSTALL EXIST. MTL. PLATFORM & PARTITIONS

REPLACE W/ NEW C.M.U. PIER TO SUPPORT EXIST. STL. BEAM, TYP. COORD. W/ STRUCT. DWG'S. MAINTAIN 2 HR RATED WALL ASSEMBLY

RELOCATE EXIST. 2 HR FIRE RATED DOOR ASSEMBLY & INFILL 2 HR. RATED C.M.U. WALL

CROSS BRACING, COORD. W/ MTL. BLDS. DWG'S., TYP.

STL. BLDS. COLUMNS, TYP. COORD. W/ MTL. BLDS. DWG'S.

EXIST. MECH. PLATFORM & EQPT. TO REMAIN REPAIR/ REPLACE W/ NEW PIPING & POWER AS REQUIRED, TYP. COORD. W/ MECH. DWG'S.

SHOWERS 135 · TOILET 136 · LOCKERS 136 · STORAGE 137

SHOWERS 131 · TOILET 132 · LOCKERS 134 · STORAGE 133

LOCKERS 130 · HALL 120

TRAINING 128 · TOILET 126 · STORAGE 129 · STORAGE 127

LOCKERS 125

SHOWERS 122 · TOILET 123 · STORAGE 124 · LOCKERS 121

SECTION 2

SECTION 3

SECTION 1

REPLACE W/ NEW M.T.L. BLDG W/ TYP. R-PANEL EXT. SIDING W/ FACTORY APPLIED FINISH & R-19 BATT INSUL. @ INT. W/ PAINTED TI-11 TO EAVE, TYP.

ICE RINK 101

EXISTING ICE RINK TO REMAIN

REINSTALL EXIST. DASHER BOARD SYSTEM, COORD W/ OWNER

REPLACE W/ EXIST. ADA SKATING HARNESS & CABLE

REINSTALL EXIST. ADA RAMP & VIEWING PLATFORM

EXIST. MECH. PLATFORM & EQPT. TO REMAIN REPAIR/ REPLACE W/ NEW PIPING & POWER AS REQUIRED, TYP. COORD. W/ MECH. DWG'S.

CROSS BRACING, COORD. W/ MTL. BLDS. DWG'S., TYP.

WOMEN 114 · OFFICE 112 · JAN. 115 · HALL 113 · 117

WARMING 108

BOILER 119 · ELEC 118 · MEN 116

SHARP 111 · PRO SHOP 110 · SKATES 109

LOBBY 107

WARMING 105 · HALL 103 · FIRE RISER 102

PARTY RM. 106 · OFFICE 104

FLOOR PLAN NOTES:

1. DO NOT SCALE THE DRAWINGS, IN THE EVENT THAT THERE IS A DISCREPANCY IN DIMENSIONS, OR A DIMENSION IS NOT SHOWN, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY.

2. DIMENSIONS TO MASONRY WALLS ARE TO FACE OF MASONRY, U.N.O. DIMENSIONS TO EXTERIOR STUD WALLS ARE TO FACE OF EXTERIOR SHEATHING, U.N.O. DIMENSIONS TO INTERIOR STUD PARTITIONS ARE TO FACE OF STUD, U.N.O.

3. DOOR OPENINGS INDICATED ADJACENT TO WALL INTERSECTIONS SHALL BE LOCATED WITH THE EDGE OF FINISH OPENING SIX INCHES MINIMUM FROM THE ADJACENT WALL, U.N.O.

4. CONTRACTOR SHALL PROVIDE BLOCKING IN WALLS FOR ALL CASEWORK, SHELVING, DOOR HARDWARE, TOILET ACCESSORIES AND ANY OWNER SUPPLIED EQUIPMENT.

5. CONTRACTOR SHALL COORDINATE WITH OWNER PROVIDED SECURITY SYSTEM VENDOR AND TELEPHONE/ DATA VENDOR, AS NECESSARY TO PROVIDE A COMPLETELY FUNCTIONING SYSTEM AT COMPLETION OF THE PROJECT.

6. CONTRACTOR SHALL COORDINATE WITH OWNER FOR LOCATION & REQUIREMENTS OF ALL OWNER SUPPLIED EQUIPMENT.

7. REFER TO SHEET A6.1 FOR ROOM FINISH SCHEDULE AND SHEET A6.2 FOR DOOR & FRAME SCHEDULE.

1 / A1.1 FLOOR PLAN
SCALE: 1/8"=1'-0"

NORTH

REVISION: DATE:

REPAIR OF JAY LIVELY ACTIVITY CENTER

1650 NORTH TURQUOISE DRIVE
FLAGSTAFF, ARIZONA

SMITH ARCHITECTS inc.
ARCHITECTURE | PLANNING | COLLABORATION
2409 N. FOURTH STREET, SUITE 201
FLAGSTAFF, ARIZONA 86004
PH: 928.779.5993
FX: 928.774.0785

THIS DOCUMENT, THE IDEAS AND DESIGNS HEREIN AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF SMITH ARCHITECTS, AND IS NOT TO BE USED IN WHOLE OR PART WITHOUT WRITTEN AUTHORIZATION OF SMITH ARCHITECTS.

REGISTERED ARCHITECT · CERTIFICATE NO. 40897 · RYAN E. SMITH · 5/17/10 · RENEWAL DATE 6/30/11 · EXPIRES: 6/30/11

DRAWN BY:	REVIEW BY:
A.PUCCIARELLI	R.SMITH

PROJECT NO.: 1007

DATE: MAY 18, 2010

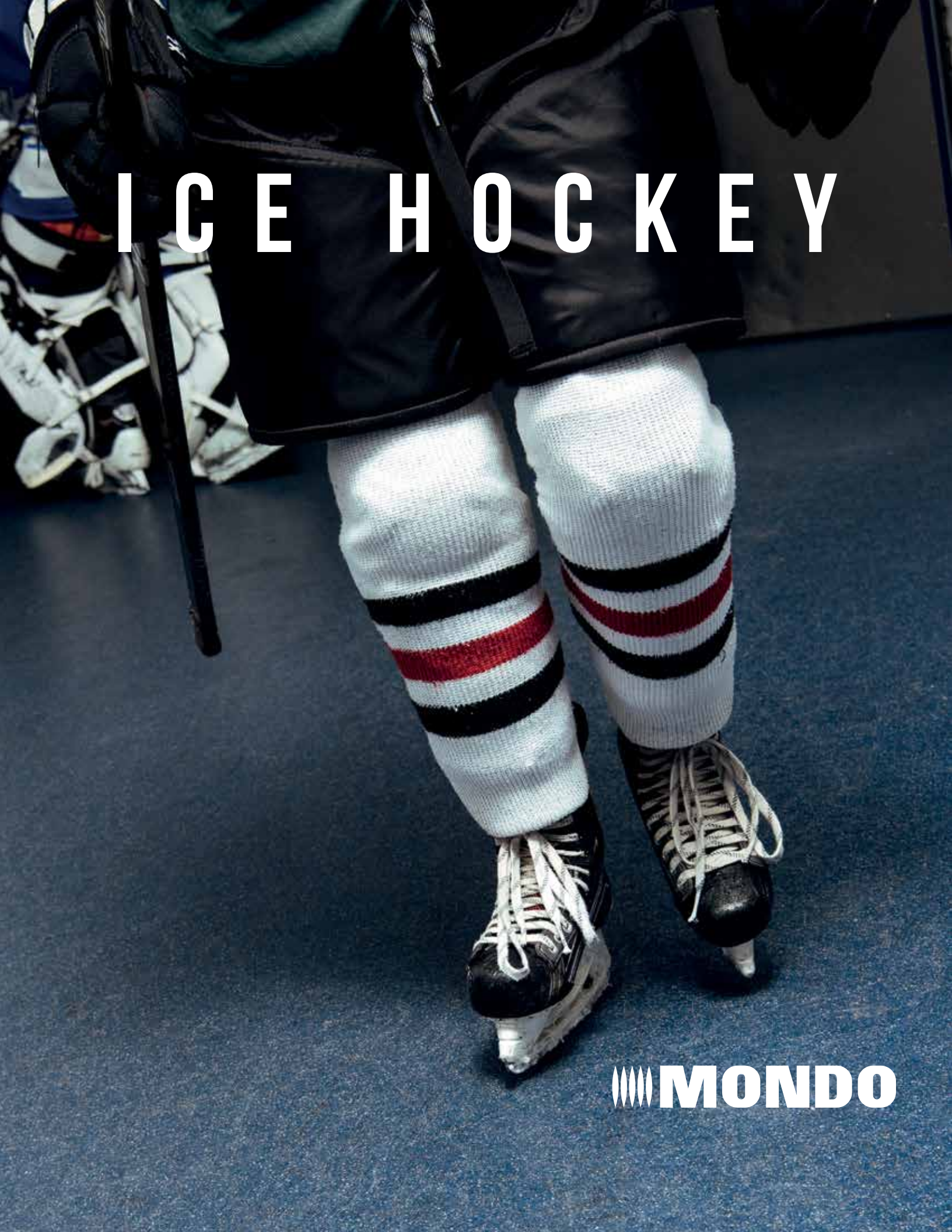
SHEET:

A1.1

FLOOR PLAN

SHEET __ OF __

FILE: 1007_A1.1.dwg LAST UPDATE: 05-10-10 LAST PLOT: 05-17-10


ICE HOCKEY
MONDO

ICE HOCKEY

SPORT IMPACT



HEAVY DUTY? NO WORRIES.

Even before skaters hit the ice, their blades give arena flooring a serious workout. With its 3 millimeter wear layer, Sport Impact resists abrasions and cuts, and it's perfect for common areas and dressing rooms as well.

Sport Impact is a premium skate and weight resistant rubber flooring with solid 3 mm homogeneous wear layer. Unsurpassed high tensile strength, tear strength, abrasion resistance, and crack growth resistance. Factory made not on-site laminated, waterproof and easy to clean.



CO-VULCANIZED MULTILAYER DUAL DUROMETER

Two different layers of solid rubber with their own formulations, vulcanized together to form a continuous, seamless piece of material.

UNSURPASSED SKATE RESISTANCE

Sport Impact is a double-layered vulcanized rubber flooring with an extra-thick wear layer that resists traction, lacerations, and heavy loads. Ideal for even the most intense sports activities, the non-porous wear layer can withstand heavy use and traffic from ice skate blades. The bottom layer guarantees uniform shock absorption and dimensional stability for athletes.

SPORT IMPACT

DIMENSIONS

Thickness	15/64" (6 mm)
Roll Length	42' 7" (13 m)*
Roll Width	6' 1" (1.86 m)
Tile Size	3' x 3' (0.91 m x 0.91 m)

DIMENSIONS

Thickness	25/64" (10 mm)
Roll Length	29' 6" (9 m)*
Roll Width	6' 1" (1.86 m)
Tile Size	3' x 3' (0.91 m x 0.91 m)

*Average length from production

**Custom colors available; minimum quantity required.

COLOR RANGE**

S154 S110 S141 S114 S136 S062

S055 S026 S008 S018 S011 S073

INDOOR AIR QUALITY

- Meets CA section 01350
- Greenguard Gold Certification

GREENGUARD
PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS
UL.COM/GG
UL 2818
GOLD



COLUMBUS BLUE JACKETS

COLUMBUS, OH



GOGGIN ICE CENTER

OXFORD, OH



ADDISON ICE ARENA

ADDISON, IL



MONTREAL CANADIENS

MONTREAL, QC



PHILADELPHIA FLYERS

PHILADELPHIA, PA



TORONTO MAPLE LEAFS

TORONTO, ONTARIO



BERKSHIRE SCHOOL

SHEFFIELD, MA



LUCAS COUNTY ARENA

TOLEDO, OH



NORTHBROOK ICE ARENA

NORTHBROOK, IL

BIDDER'S BID AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Bid.

35-2175553
Federal Employer Identification Number

1311 Cuesta Abajo Court NE, Suite B
Address

Sport Surfaces Distributing, Inc.
Company Name

Albuquerque NM 87113
City, State Zip

Robert J. Cohen
Printed Name

505-243-2971
Company Telephone Number

President
Title

Linda E. Jones
Accounting / AP Contact Name

rcohen@sport-surfaces.com
Primary Email (for Contract Inquiries)

ljones@sport-surfaces.com
Accounting / AP Email

Authorized Signature

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S BID AND CONTRACT ACCEPTANCE

The Bid is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 19-17PV-06 Turf, Track, Courts, and Other Surfaces

Awarded this 12th day of September 2019

This contract shall be effective this 12th day of September 2019

1GPA

Signature: CHRISTY KNORR Date: 9.9.2019

Printed Name: Christy Knorr Title: Vice President

Approved By: Paradise Valley Unified School District

Signature: Date: 9.12.2019

Printed Name: Claudia Leon Title: Director of Purchasing

1Government Procurement Alliance

Paradise Valley Unified School District

Contract Extension/Amendment

June 14, 2023

Sport Surfaces Distributing, Inc.
1311 Cuesta Abajo Court NE., Suite B
Albuquerque, NM 87113
ATTN: Robert Cohen (rcohen@sport-surfaces.com; vmedina@sport-surfaces.com)

Re: Extension Agreement for Contract #19-17PV-06, Turf, Track, Courts and Other Surfaces

The above-referenced contract is hereby mutually extended for an additional one (1) year period until September 12, 2024. This is the fifth and final year of a five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☒ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☐ Proof of any other applicable licensing related to your contract.
- ☒ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☒ Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

☐ No price updates at this time. Current pricing on file is accurate.

☒ Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).

☐ Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

We have not increased prices on this contract since it was bid in 2019. Due to inflation since that time, we regrettably are forced to raise prices now by 10% across the board. Updated pricing attached.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and in accordance with ARS § 35-394, the vendor is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors or suppliers thereof.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
Printed Name: Robert J. Cohen	
Title: President	Date: 06/26/2023
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: President	Date: 7/10/2023
Paradise Valley Unified School District Authorized Signature: Eva Calles	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 8/14/2023

The following is a Cooperative Solicitation, released via Paradise Valley Unified School District as the lead agency of 1Government Procurement Alliance:

Invitation for Bid # 19-17PV
Turf, Tracks, Courts, and Other Surfaces

Bid Due Date and Time: July 23, 2019 at 1:00 P.M. Arizona Time

IFB Opening Location: Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona, 85032
See enclosed information for submittal instructions.

Last Day for Questions: July 11, 2019

Pre-Bid Conference: None

In accordance with the Arizona procurement code and rules, Competitive Sealed Bids for the materials or services specified will be received by the 1GPA lead agency, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the vendors pricing shall be publicly read. All other information contained in the Bid shall remain confidential until award is made.

Solicitations shall be in the actual possession of 1GPA lead agency on or prior to the time and date, and at the location indicated above. Late solicitations shall not be considered.

Solicitations must be submitted in a sealed envelope with the Invitation for Bid number and the Bidders name and address clearly indicated on the envelope. Additional instructions for preparing a solicitation are provided herein. Bidders are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Invitation for Bid should be directed to:

Claudia Leon, Director of Purchasing
Email: clleon@pvschools.net
Phone: 602-449-2071

Claudia Leon

Claudia Leon, Director of Purchasing
Paradise Valley Unified School District (PVUSD)

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date: June 20, 2019

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, **Click Here** to be re-directed to 1GPA website available at:
http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

BIDDER'S BID AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Bid.

Federal Employer Identification Number	Address
Company Name	City, State Zip
Printed Name	Company Telephone Number
Title	Accounting / AP Contact Name
Primary Email (for Contract Inquiries)	Accounting / AP Email

Authorized Signature

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S BID AND CONTRACT ACCEPTANCE

The Bid is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 19-17PV- Turf, Track, Courts, and Other Surfaces

Awarded this _____ day of _____ 2019

This contract shall be effective this _____day of _____ 2019

1GPA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Approved By: Paradise Valley Unified School District

Signature: _____ Date: _____

Printed Name: _____ Title: _____

DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Bidder to submit as part of the Bid.

"Bidder" means a person submitting a Bid in response to an Invitation for Bids

"Contract" means the combination of the Solicitation, including the Special Instructions to Bidders, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Bid; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means a government organization which has entered into a Cooperative Purchase Agreement (CPA) with 1GPA.

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotations ("RFQ").

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO BIDDERS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this IFB will be accepted in writing through July 11, 2019 by 5:00 p.m. Request may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this IFB. Responses and addenda to this IFB, if necessary, are scheduled to be issued by July 12, 2019 by 5:00 p.m. No Bidder may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this IFB shall be directed to Claudia Leon, Director of Purchasing, clleon@pvschools.net, of Fax 602-449-2081.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Bid Conference** - If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Bid Opening:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

G. **Time Stamp**: Bids will be time stamped when received. They will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidders assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his Bid deposited on time at the place specified.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Bid Preparation**

A. **Forms:** - A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Bids** - The Bid and Contract Acceptance document must be submitted with an original ink signature by the person authorized to sign the Bid. Failure to sign the Bid and Contract Acceptance document may result in rejection of the Bid.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the

exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. **Subcontracts** - Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

F. **Cost of Bid Preparation** - 1GPA will not reimburse any Bidder the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Bid.

H. **Provision of Tax Identification Numbers** - Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/public entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Instructions, Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;

5. Attachments;
6. Exhibits;
7. Uniform Instructions to Bidders.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Bid**

A. **Sealed Envelope or Package** - Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation number should be plainly marked on the outside of the envelope or package.

B. **Electronic Submission** - If determined by 1GPA that electronic submission of Bids is advantageous, 1GPA will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted Bid shall be rejected.

C. **Bid Amendment or Withdrawal** – A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time at the location designated in the Solicitation. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.

D. **Public Record/Confidentiality** - Under applicable law, all Bids submitted and opened are public records and must be retained by 1GPA. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Bidder believes that its Bid contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. Requests to deem the entire Bid as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

E. **Certification** - By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:

1. The prices have 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 Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Executive Order 99-4, 2000-4 and A.R.S. §41-1461 through 1465; and

3. The Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Bidder 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 Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection

of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Bid, 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; and

6. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.

8. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

C. **Late Bids, Modifications or Withdrawals** - A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).

D. **Disqualification** - The Bid of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Bid Acceptance Period** - A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Bids or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by 1GPA with an authorized signature on the Bid and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA signs the Bid and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the lead agency representative, Claudia Leon, Director of Purchasing.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.
6. The interested party shall supply promptly any other information requested by the 1GPA representative.

B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

C. In cases other than those covered in section B of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public inspection.

D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing** –

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **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 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this IFB is Paradise Valley Unified School District.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **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.

E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 41-2548, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Bid and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: cknorr@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at cknorr@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor 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. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA 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 contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA 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 the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-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.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 1GPA may cancel this Contract within three (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 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Gratuities** - 1GPA may terminate this Contract if it is determined that gratuities were offered or given by the Contractor or a representative of the Contractor to any officer or employee of 1GPA 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 the making of any determination or decision about Contract performance.

C. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

E. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA 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. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a 1GPA reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

F. **Contractor Cancellation**: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

G. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)

5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent 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 school district(s) or charter school(s) 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.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member 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 Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor 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.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor 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. Contractor 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. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - 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"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

UNIFORM TERMS AND CONDITIONS

I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **EDGAR** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR). All Vendors submitting bids must complete the EDGAR Vendor Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on date of contract award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall 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.

4. **CONTRACT TYPE**: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, and/or priced as a coefficient or multiplier applied to the latest version of the RS Means Facilities Cost Data Book, or a combination of the above with indefinite quantities.

5. **FORM OF CONTRACT:** The form of contract for this solicitation shall be the Invitation for Bid, and the awarded Bid(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Invitation for Bid. If a firm submitting a Bid requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Bid. Partial Offers will be accepted.

6. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become part 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.

7. **BID ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a Bid in response to this solicitation to be valid and irrevocable for ninety days (90) days after the opening time and date.

8. **RESPONSE FORMAT:** All Bid responses are to be in the same form as this Invitation for Bid. Address each requirement in the same order as has been requested.

9. **TIME STAMP**: Bids will be time stamped when received. They will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidder assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his Bid deposited on time at the place specified.

10. **AWARD**: Contract(s) shall be awarded to the lowest responsible and responsive Bidder(s) whose Bid(s) conforms in all material respects to the requirements and evaluation criteria set forth in the Invitation for Bids. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

11. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual

use of any contract will be at the sole discretion of 1GPA members. Contracts will be awarded by individual line item, groups of line items, incrementally, by region, or by location. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of it's Members. Bidder should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA.

12. ADMINISTRATION FEE: 1GPA's .01 (1%) administration fee shall be included in Bidder's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

13. PRICING: Contract pricing must be based upon:
1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price
3) Multipliers or coefficients applied to the latest version of the RS Means Facilities Cost Data book; or
4) A combination of the above

14. COMBINATION PRICING: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

15. DISCOUNTS: Discount Bids must clearly identify percent of discount to apply to contract. If multiple discounts apply, Bidder shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract.

16. PRICE ADJUSTMENT FOR DISCOUNT PRICING: Revised Published Price Lists may be submitted for review throughout the term of the contract. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members.

17. PRICE ADJUSTMENT FOR FIXED PRICING: Fixed price offers shall include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

18. PRICE REDUCTION: A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

19. VOLUME DISCOUNTS: The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract. Approval of volume discounts shall be in the form of a bilateral contract amendment.

20. NEW PRODUCT: New products/services may be added during the term of the contract upon written request providing it is within the original scope of this IFB. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

SPECIAL TERMS AND CONDITIONS

21. QUANTITIES: 1GPA estimates considerable activity from the award. Based on historical data from the previous contracts 1GPA estimates usage of this contract to between $10 and $20 Million annually. This projection is based on the current volumes of 1GPA Members that are anticipated to utilize the Contract.

1GPA and Lead Agency make no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

22. SHIPPING TERMS: Prices shall be F.O.B. Destination to Member's location. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. 1GPA Members will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

23. DELIVERY: Contractor shall deliver conforming materials in each installment under this contract and may not substitute nonconforming materials. 1GPA reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.

24. PROTECTION OF MEMBERS: The Bidder shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Bidder shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Bidder shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

25. TRAINING: The Contractor shall train designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment.

26. BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Bid by any vendor but is only enumerated in order to advise potential Bidder of the requirements of 1GPA. Any Bid which proposes like quality, design or performance will be considered.

27. NEW EQUIPMENT: All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

28. CURRENT PRODUCTS: All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

29. DEFECTIVE PRODUCTS: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.

30. EQUIPMENT AND PRODUCT RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract

Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.

31. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

32. RESPONSIBILITY OF BIDDERS: 1GPA will consider the following factors in determining if a bidder is responsible:

A. The proposed contractor's financial, material, personal and other resources, including subcontractors.
B. The proposed contractor's record of performance and integrity.
C. Whether the proposed contractor is qualified legally to contract with the public entity.
D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
E. Complaints on file with the Registrar of Contractors.
F. Prior litigation history.

33. LICENSES: Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

34. CONTRACTOR LICENSE LAW: Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder.

35. FEES AND PERMITS: All required fees and permits must be included in the total Bid price.

36. PERMITS: Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with City Building and Fire Codes.

37. INSPECTION: The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

38. DAMAGES: The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The Bidder shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

39. CLEAN UP: The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

40. BILLINGS: All billing notices shall identify the specific item(s) being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

41. INSURANCE: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to

property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability-Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   General Aggregate - $2,000,000
   Products-Completed Operations Aggregate - $1,000,000
   Personal and Advertising Injury - $1,000,000
   Each Occurrence - $1,000,000
   The policy shall be endorsed to include the following additional insurance language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) $1,000,000.
   The policy shall be endorsed to include the following additional insured language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

4. Property Insurance
   Contractor's awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain the following provisions:

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

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

Insurance may be arranged in any configuration the Contractor chooses so long as the coverages are not less than the values stated above. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

42. BIDDER'S EMPLOYEES: Bidder agrees that the individuals provided to 1GPA or Member on a temporary basis are Bidder's, not 1GPA's or Member's employees.

SPECIAL TERMS AND CONDITIONS

Bidder agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Bidder and any employees working for Bidder are the sole responsibility of Bidder for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Bidder agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Bidder or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Bidder.

Neither Bidder nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Bidder to provide services exclusively to 1GPA and that Bidder and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Bidder shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Bidder's employees.

Bidder agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

43. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

44. BID SECURITY: School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Bid.

Acceptable bid security for this solicitation will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction is taking place, with the principal being the prime contractor and 1GPA being the Agency of Record.

45. PERFORMANCE AND PAYMENT BONDS: Performance and Payment Bonds between the 1GPA Member and the prime contractor shall be executed on forms substantially equivalent to the forms provided at the end of this solicitation document.

Upon execution of a contract between 1GPA Member and prime contractor, performance and payment bonds shall be provided to the Member as required in R7-2-1103 as applicable. The prime contractor agrees to notify the 1GPA Member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with 1GPA may be terminated. The contractor may be asked to supply copies of performance and payment bonds to 1GPA for administrative purposes.

Performance Bond - The contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the 1GPA Member, binding the contractor to provide faithful performance of the contract.

Payment Bond - The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the 1GPA Member.

46. MEMBER DELAYS: As required by R7-2-1087(D), the contractor will negotiate with 1GPA Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the 1GPA Member is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This negotiation shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.

47. PROGRESS PAYMENTS: R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the 1GPA member. It is the responsibility of the 1GPA member to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approve, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the 1GPA member issues a written statement to the Bidder that the estimate of work is not approved and certified, the 1GPA member may withhold an amount from the progress payment that the 1GPA member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Bidder agrees to hold 1GPA harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the 1GPA member will agree upon a schedule of payments based on identifiable milestones.

If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the 1GPA Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

48. RETENTION: Ten (10) percent of all contract payments shall be retained by the 1GPA member as insurance of proper performance of the contractor. Contractor agrees to identify the amount to be retained on invoices to 1GPA member for each progress payment.

When the contract is fifty (50) percent completed, on half of the amount retained shall be paid to the contractor upon the contractor's requests provided the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.

After the contract is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained providing the contractor is making satisfactory progress on the project, except if at any time

the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.

If the 1GPA member and the contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D)(E)(F)(G). If a substitute security is agreed to, the prime contractor must provide 1GPA member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against 1GPA member.

SCOPE OF WORK

1. PURPOSE

The purpose of this Invitation for Bid (IFB) is to develop a long-term contract with a qualified firm or firms to provide 1GPA's membership with Turf, Tracks, Courts, other surfaces, and accessories. The initial term of this contract will be for one (1) year with the potential of four (4) one-year extensions.

2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 31,500. PVUSD is comprised of 51 sites, which include five high schools, seven middle schools, 30 elementary schools, three alternative schools, one comprehensive online school, and five administrative support sites. PVUSD covers approximately 98-square miles of the northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road.

3. SCOPE OF WORK

This is not an "all or nothing" solicitation. Bidders are encouraged to respond to any portion or category of products and services requested in the scope of work herein.

3.1 Surfaces

1GPA, through its Lead Agency, is seeking companies who can provide the goods and services required for the installation, repair and maintenance of the following surfaces, and accessories:

- Natural or Synthetic Athletic Field Surfaces, Infill, Padding, Other Materials, and Accessories
- Track Surfaces and Field Event Surfaces, Materials and Accessories
- Pool/Natatorium Surfaces
- Basketball Court Surfaces and Accessories
- Tennis Court Surfaces and Accessories

3.2 Accessories

Accessories include but not limited to the following:

- Goal Posts
- Goal Posts Pads
- Time Clock
- Bases
- Pitching Mound
- Foul Pole
- Netting

- Soccer Goal
- Maintenance Accessories
- Striping, Markings, Logos, Signage
- Bleachers and Seating
- Scoreboards and Media Displays
- Fencing
- Track Events Equipment
- Backboards
- Nets

3.3 **Site Work**

Site Work includes but not limited to the following:

Demolition
Excavation
Disposal
Dump Fees
Soil Stabilization
Grading
Asphalt
Cement

3.4 **General Requirements**

3.4.1 Contractor shall supply all labor, supervision, materials, supplies, equipment, transportation, tools, and all effort necessary to perform the specifications herein.

3.4.2 Contractor shall have a minimum of five (5) years' experience in the category of products and services in which they are submitting.

3.4.3 All materials shall meet or exceed American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Federation of International Football Association (FIFA), International Association of Athletics Federation (IAAF), National Collegiate Athletic Association (NCAA), and National Federation of State High School Associations (NFHS), American Sports Builders Association (ASBA) standards for various materials as they apply to the products offered.

3.4.4 Contractor shall provide its Manufacturer's and Labor Warranty where requested in this solicitation (See Tab 4 on Page 34).

3.4.5 Each contractor assigned to this contract shall have the licenses, tools, equipment, materials, and technical ability to provide services.

3.4.6 All work performed by the Contractor shall be subject to inspection and approval by the requesting Member. Standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements. Unless otherwise indicated, all work shall be done in accordance with specifications and/or recommendations of the manufacturer.

3.5 **Pricing**

3.5.1 Contractor shall provide pricing for Surfaces described in paragraph 3.1 of this section by submitting all unit price lists and catalogs for surfaces manufactured or supplied by contractor. Pricing shall be provided on an Excel spread sheet and included on a Thumb Drive. Include any and all that apply:

3.5.1.1 Provide manufacturer and product description
3.5.1.2 Not to exceed price per square foot or range of price per square foot
3.5.1.3 Minimum discount or range of discounts, including price per square foot
3.5.1.4 Volume discounts
3.5.1.5 Pricing by regions or counties of the State of Arizona
3.5.1.6 Provide information whether labor is included in pricing or provided in another section.

3.5.2 Contractor shall provide pricing for Accessories described in paragraph 3.2 of this section by submitting all unit price lists and catalogs supplied by contractor. Pricing shall be provided on an Excel spread sheet and included on a Thumb Drive. Include any and all that apply:

3.5.2.1 Provide manufacturer and product description
3.5.2.2 Not to exceed unit pricing
3.5.2.3 Minimum discounts and include unit pricing
3.5.2.4 Volume discounts
3.5.2.5 Pricing by regions or counties of the State of Arizona
3.5.2.6 Provide information whether labor is included in pricing or provided in another section.

3.5.3 Contractor may provide pricing for Site Work described in paragraph 3.3 of this section by submitting all unit price lists for each area that applies.

3.5.4 Optional – Contractor may provide pricing for Site Work described in paragraph 3.3 of this section by submitting pricing using the latest version of the RS Means Facilities Cost Data Book using the "total including overhead and profit column," subject to the Coefficients/Multipliers below, in additional to location factors applicable to the designated price book. Labor may be included here.

The Contractor shall perform the tasks required using the following Coefficients/Multipliers, which shall be inclusive of overhead, profit and all general conditions/requirements and insurance premiums, but exclusive of any bond premiums:

3.5.4.1 Normal Working Hours
3.5.4.2 Other Than Normal Working Hours
3.5.4.3 Discount/Markup on Non Pre-priced Products or Tasks

3.5.5 The Contractor shall provide pricing for the sample projects on pages 36 - 37. These projects are for evaluation purposes only.

3.6 Ordering and Job Completion Process

The following is a listing of the requirements the ensuing contractor(s) must comply with when completing project work for any eligible user member under this contract:

3.6.1 **Request for Service:** The 1GPA Member will notify the contractor of the need for services. Request for quote/estimate of a specific scope of work will be issued by the Member.
3.6.2 **Site Visit:** Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site visit may be held by the Member to ensure the contractor(s) are aware of important issues regarding the project to ensure accurate cost estimates.

3.6.3 **Project Quotations:** After a site review of the project, contractor shall submit the project quote to the Member within the specified time frame. The submitted project price quote is to be all-inclusive of all costs for the Project in accordance with the following guidelines:

- Name, Address and location of the Project(s)
- Tasks/milestones, estimated key personnel, number of hours and estimated deadline
- Deliverables, assumptions and variables
- Sub-Contracts, if applicable
- Reporting requirements
- Fixed prices and pricing schedules
- All change orders to a project must be in writing, referencing the contract number and approved by the Member prior to authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

3.6.4 **Purchase Order:** Based on Contractor's quotation, if acceptable in accordance with contract terms and conditions, a purchase order will be issued by the requesting Member.

3.6.5 **Delivery and Installation:** Contractor will notify the Member when material has been received and provide a proposed project completion date. Installation shall start within seven (7) working days after material is received. Work will not start without prior approval of the Member's authorized representative.

Contractor shall assign a supervisor or contact person for each job who has the ability to communicate with Member's designated point of contact.

3.6.6 **Site Visitation:** When requested by the Member, the contractor will arrange a meeting at the site with supervisor and the Member to review site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc.

3.6.7 **Invoicing:** After completion of services, the Contractor shall submit an invoice to the Member:
All invoicing shall include:

- Purchase Order number
- Terms as per bid
- Contract number
- Job site name and location
- Description of work performed
- Itemized labor and materials costs
- Tax on materials only
- Bonding cost, if applicable
- Total Cost

As an option, 1GPA Members may request an invoice/payment solution based on AIA methods. The AIA filing system is a standardized method of construction percentage of completion contract billing (ie: progress billing) developed by the American Institute of Architects (AIA) in 1992. The purpose of AIA billing was to standardize the job related paperwork sent to architects and others by contractors, in order for the contractor to be paid for work performed on a construction project.

Invoicing that does not have all the required information as listed above may be sent back to contractor for corrections, delaying payment to Contractor.

3.6.8 **Payment After Job Completion:** Payment shall not be provided until inspection is completed and an approval signature is provided by authorized member representative. In case of non-satisfactory completion of any individual project, the member reserves the right to withhold payment as permissible by law.

3.6.9 **Progress Payments** - Members may make progress payments under the following conditions (also, see Special Terms and Conditions, Progress Payments):

3.6.9.1 Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order

3.6.9.2 Purchase order describes the amounts or percentages and the dates or frequency of payments

3.6.9.3 Payments are made in full compliance with Member's local governing entity rules.

Bid Format

SUBMITTAL REQUIREMENTS

Provide **one (1) original and two (2) copies (total of three sets) and two (2) thumb drives** of the bid. The original should be marked "ORIGINAL" and the copy should be marked "COPY". All offers should be submitted with Tabs for each section as indicated in the Bid Format section below.

To aid in an efficient evaluation, it is desired that all bids follow the same general format.

1GPA will not provide any reimbursement for the cost of developing or presenting bids in response to this IFB. Failure to include the requested information may cause a bid to be considered NON-RESPONSIVE or REJECTED.

1. Tab 1 - Basic Company Information

1.1 Company name
1.2 Address
1.3 Telephone number
1.4 Fax number
1.5 Email address
1.6 Number of years in business (under the submitted name) and number of years operating in Arizona
1.7 Licenses(s) held by the firm
1.8 If the firm has more than one office, provide specific information about the parent company and administering branch offices

2. Tab 2 – Products and Services Offered

2.1 Provide what surfaces your firm is providing under this contract from page 28, paragraph 3.1.
2.2 Provide what accessories your firm is providing under this contract from page 28, paragraph 3.2.
2.3 Provide what services your firm is providing under this contract from page 29, paragraph 3.3.
2.4 Provide all information from page 29, paragraph 3.4, General Requirements.
2.5 Provide a list of Subcontractors.
2.6 Provide a list of distributors, if applicable.

3. Tab 3 - Past Performance/References

3.1 Identify five most recent representative examples of similar work along with references for each. Information shall include:

3.1.1 Description of project
3.1.2 Location
3.1.3 Architect firm if applicable
3.1.4 Identification of key contact and phone number
3.1.5 Construction services performed
3.1.6 Contract amount
3.1.7 Total number of change orders
3.1.8 Original substantial completion date and actual substantial completion date achieved for project

3.2 Performance Evaluation Surveys – Provide a minimum of 3 Performance Evaluation Surveys (form provided on page 39) should be sent to your clients to complete and return to you or send directly to **Claudia Leon at**

clleon@pvschools.net. In substitution of a "Performance Evaluation Survey", Letters of References recently dated (within 1 year) may be provided. Either method is acceptable for compliance with Past Performance evaluation.

3.3 Financial Disclosure – Complete the form on page 38.

4. Tab 4 – Warranty

Provide information regarding all Manufacturer's warranties. Also include Warranty information on all Labor/ Workmanship.

5. Tab 5 - Pricing

5.1 Contractor shall provide pricing for Surfaces described in paragraph 3.1 of the Scope of Work section and Tab 2, 2.1 of this section by submitting all unit price lists and catalogs for surfaces manufactured or supplied by contractor. Pricing shall be provided on an Excel spread sheet and included on the required Thumb Drives. Include any and all that apply:

5.1.1 Provide manufacturer and product description
5.1.2 Not to exceed price per square foot or range of price per square foot
5.1.3 Minimum discount or range of discounts, including price per square foot
5.1.4 Volume discounts
5.1.5 Pricing by regions or counties of the State of Arizona
5.1.6 Provide information whether labor is included in pricing or included in another section.

5.2 Contractor shall provide pricing for Accessories described in paragraph 3.2 of the Scope of Work section and Tab 2, 2.2 of this section by submitting all unit price lists and catalogs supplied by contractor. Pricing shall be provided on an Excel spread sheet and included on the required Thumb Drives. Include any and all that apply:

5.2.1 Provide manufacturer and product description
5.2.2 Not to exceed unit pricing
5.2.3 Minimum discounts and include unit pricing
5.2.4 Volume discounts
5.2.5 Pricing by regions or counties of the State of Arizona
5.2.6 Provide information whether labor is included in pricing or included in another section.

5.3 Contractor may provide pricing for Site Work described in paragraph 3.3 of the Scope of Work by submitting all unit price lists for each area that applies.

5.4 Optional – Contractor may provide pricing for Site Work described in paragraph 3.3 of the Scope of Work by submitting pricing using the latest version of the RS Means Facilities Cost Data Book using the "total including overhead and profit column," subject to the Coefficients/Multipliers below, in additional to location factors applicable to the designated price book. Labor may be included here

The Contractor shall perform the tasks required by using the following Coefficients/Multipliers, which shall be inclusive of overhead, profit and all general conditions/requirements and insurance premiums, but exclusive of any bond premiums:

5.4.1 Normal Working Hours
5.4.2 Other Than Normal Working Hours

5.4.3 Discount/Markup on Non Pre-priced Products or Tasks

5.5 The Contractor shall provide pricing for the sample projects on pages 36 - 37. These projects are for evaluation purposes only.

6. Tab 6 – General Forms and Contract Requirements

6.1 Bid and Contract Acceptance Form, Page 5.
6.2 Financial Disclosure Form, Page 38
6.3 Performance Evaluation Surveys, Page 39
6.4 Bid Bond, Page 49
6.5 Non-Collusion Affidavit, Page 40
6.6 Anti-Trust Certification, Page 41
6.7 MWBE and HUB Form, Page 42
6.8 Debarment Certification, Page 43
6.9 EDGAR Certification Forms, Pages 44 – 48
6.10 Certificate of Insurance Form, Page 52
6.11 IRS W-9 Form, Page 53

SAMPLE PROJECT – Turf

Provide pricing for the sample project below using the cost spread sheet(s) you have provided as requested for this solicitation. Show where pricing was obtain off the cost spread sheet(s). Provide as much detail as possible. Evaluation for cost will be based on thoroughness and unit pricing and where possible common denominators.

Furnish all labor, materials, tools, and equipment necessary to install synthetic turf material as specified herein.

1.0 Sample Scope of Work – Synthetic Turf Sports Field

1.1 Remove and dispose of existing synthetic turf measuring 90,000 square feet.
1.2 Inspect existing drainage system for issues.
1.3 Laser grade and compaction of existing base system.
1.4 Install 90,000 square feet of Synthetic Turf
    1.4.1 Synthetic Turf should be 52 oz. pile weight, monofilament polyethylene and slit film with thatch 2” pile height.
1.5 Install basic football and soccer markings.
1.6 Install end zone lettering (standard colors) 15 foot to read SAMPLE (both end zones).
1.7 Basic center field logo, 30’ x 30’.
1.8 Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf manufacturer.
1.9 All panels to be seamed using industry approved methods.
1.10 Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
1.11 Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer.
1.12 Infill should be rubber and silica sand.
1.13 Provide a 10 year warranty.

SAMPLE PROJECT – Running Track

Provide pricing for the sample project below using the cost spread sheet(s) you have provided as requested for this solicitation. Show where pricing was obtain off the cost spread sheet(s). Provide as much detail as possible. Evaluation for cost will be based on thoroughness and unit pricing and where possible common denominators.

Furnish all labor, materials, tools, and equipment necessary to install running track material as specified herein.

1.0 Sample Scope of Work – Running Track

1.1 Remove and dispose of existing track surface, 6,100 square yards.
1.2 Inspect asphalt
1.3 Install 6,100 square yards of new track surface
  1.3.1 Surfacing should be a 13mm thick, impermeable, encapsulated system, with a paved in place rubber granule and polyurethane binder base layer sealed to render it impermeable. Two coats of a mixture of colored polyurethane and EPDM rubber granules are structurally sprayed onto the base to form a textured finish.
1.4 Stripe track oval and events per sanctioning body such as IAAF, NCAA or NFHS.
1.5 Provide a 5 year warranty.

FINANCIAL DISCLOSURE

Bidder shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond "Not Applicable", "N/A", or "none" as needed instead of leaving items blank. Failure to complete may result in the rejection of bid as unresponsive:

1. Have any licenses / certifications ever been denied, revoked or suspended or provisionally issued within the past five years? If yes, please provide explanation. **1GPA WILL VERIFY ALL LICENSES.**

2. List all judgments, arbitration awards and settlements against your firm within the last three (3) years arising from a lawsuit or claim of any nature.

3. Describe all unresolved claims, arbitration claims, lawsuits or bond claims brought by or against your firm. Include the name of all parties and a brief description of the nature of the dispute.

4. Has your firm made any filing under the United States Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

5. If the Bidder's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Bidder's firm and the parent firm. Specify what impact, if any, this relationship would have on the Bidder's firm's ability to meet the requirements for services described in this solicitation.

6. Has your company ever had a name change in the past? _____Yes _____No
   If yes, provide all prior name(s) your company has used and year(s) of operation.

7. Length of time your Company has been doing business in Arizona.

9. Does your firm have at least 5 years' experience working with public sector agencies (schools, cities, municipalities, etc.)?

10. What are the annual sales for the past 3 years for your firm?

2018: _____ 2017: _____ 2016: _____

PERFORMANCE EVALUATION SURVEY

Subject: Invitation For Bids 19-17PV Turf, Tracks, Courts, and Other Surfaces

Company Being Surveyed: _____

To Whom It May Concern:
1Government Procurement Alliance is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. Both 1GPA and the Lead Agency would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.
Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	
2	Quality of Products and/or Service	(1-10)	
3	Ability to understand the needs of the your agency	(1-10)	
4	Vendor's participation and assistance when "issues" arise	(1-10)	
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	
6	Billing statements provided are easy to understand	(1-10)	
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	
8	Communication with your agency regarding schedules and timelines	(1-10)	
9	Vendor provides value added services with satisfaction of your agency	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

Total Points _____

Any additional comments regarding vendor/services provided: _____

_____.

_____ _____

Signature **Date**

_____ _____

Printed Name **Title**

_____ _____

Organization **Phone Number**

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so they can include in their response.

If preferred, you may email this form directly to Claudia Leon at clleon@pvschools.net. PLEASE RETURN THIS FORM TO 1GPA NO LATER THAN July 23, 2019 @ 1:00 PM, AZ TIME.

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

_____ _____

Name Title

_____

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Bid, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Bid is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

Signed:_____

Title:_____

Subscribed and sworn to before me

This _____day of _____, 20____

_____

Signature of Notary Public in and for the

State of _____

County of _____

My Commission Expires on _____

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.

Vendor Name _____
(Please Type or Print)

Address _____

_____

_____

_____

Phone _____ Fax _____

Email _____ Website _____

Name of Person Submitting Bid _____

Signature _____ Date _____

Position with Company _____

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)	☐ Yes	☐ No
Vendor certifies that this firm is a HUB (Required by some participating agencies)	☐ Yes	☐ No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name

Date

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of $2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The 1GPA Member must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

EDGAR CERTIFICATIONS

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

1GPA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

EDGAR CERTIFICATIONS

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of_____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in the amount of One Hundred Thousand (Dollars) ($100,000.00) , for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for: Turf, Track, Courts, and Other Surfaces.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____ , a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____ , (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____, for the material, service or construction

described as _____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, convenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, convenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20 _____

_____

Principal Seal

BY _____

_____

Surety Seal

BY _____

_____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here. (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____,to construct and complete a certain

work described as_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____day of _____, 20_____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)_____

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE MEMBER, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

THE MEMBER SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER	CANCELLATION
1GPA 1910 W Washington Street Phoenix, AZ 85009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

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.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Dealer Part Number	Manufacturer Name	Manufacturer Part Number	Product Name	Description	COO	Unit of Issue	Price
S-3305-022	Mondo	EV15	1.5mm Everlay rolls	Underlayment	Canada	Per Sq. Ft.	$ 2.42
S-3305-023	Mondo	SF06	6mm Sportflex	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 1.03
S-3305-024	Mondo	SF08	8mm Sportflex	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 10.66
S-3305-025	Mondo	SF10	10mm Sportflex	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 11.85
S-3305-026	Mondo	SF12	12mm Sportflex	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 12.60
S-3305-027	Mondo	SFM06	6mm Sportflex M	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 10.41
S-3305-028	Mondo	SFM08	8mm Sportflex M	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 10.88
S-3305-029	Mondo	SFM10	10mm Sportflex M	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 12.24
S-3305-030	Mondo	SFM12	12mm Sportflex M	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 12.78
S-3305-031	Mondo	SX06	6mm Super-X	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 11.75
S-3305-032	Mondo	SX08	8mm Super-X	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 12.13
S-3305-033	Mondo	SX10	10mm Super-X	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 12.75
S-3305-034	Mondo	SX12	12mm Super-X	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 12.76
S-3305-035	Mondo	SX135	13.5mm Super-X	Rubber Multipurpose Flooring	Canada	Per Sq Ft	$ 13.53
S-3305-036	Mondo	SX14	14mm Super-X	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 14.30
S-3305-037	Mondo	MT13SX	13.5mm Mondotrack SX	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 14.30
S-3305-038	Mondo	MT13FTX	13.5mm Mondotrack WS	Rubber Multipurpose Flooring	Canada	Per Sq. Ft.	$ 14.65
S-3305-039	Mondo	MT8700	MondoTrack Base Mat	Polyurethane Running Track System	Canada	Per Sq. Ft.	$ 2.72
S-3305-040	Mondo	MT8701	MondoTrack MP2500 Base Mat with Structural Spray	Polyurethane Running Track System	Canada	Per Sq. Ft.	$ 4.25
S-3305-041	Mondo	MT8702	MondoTrack MP3500 Base Mat with Sealed Structural Spray	Polyurethane Running Track System	Canada	Per Sq. Ft.	$ 4.75
S-3305-042	Mondo	MT8703	MondoTrack MP4500 Sandwich	Polyurethane Running Track System	Canada	Per Sq. Ft.	$ 6.58
S-3305-043	Mondo	MT8704	MondoTrack MP7000Full Pour	Polyurethane Running Track System	Canada	Per Sq. Ft.	$ 10.85
S-3305-044	Mondo	MF4563G	Mondoturf MF-4563 Green	63mm Monofilament Synthetic Turf Green	Canada	Per Sq. Ft.	$ 4.63
S-3305-045	Mondo	MF4563C	Mondoturf MF-4563 Color	63mm Monofilament Synthetic Turf Color	Canada	Per Sq. Ft.	$ 4.95
S-3305-046	Mondo	PF4160G	Mondoturf PF-4160 Green rolls	63mm Slit Film Synthetic Turf Green	Canada	Per Sq. Ft.	$ 4.03
S-3305-047	Mondo	PF4160C	Mondoturf PF-4160 Color rolls	63mm Slit Film Synthetic Turf Color	Canada	Per Sq. Ft.	$ 4.85
S-3305-048	Mondo	MF3550G	Mondoturf MFSFT-5250 Green rolls	50mm Mono/Slit w/ Thatch Synthetic Turf Green	Canada	Per Sq. Ft.	$ 3.81
S-3305-049	Mondo	MF3550C	Mondoturf MFSFT-5250 Color rolls	50mm Mono/Slit w/ Thatch Synthetic Turf Color	Canada	Per Sq. Ft.	$ 4.19
S-3305-050	Mondo	MF4560G	Mondoturf MF-4560 Green rolls	60mm Monofilament Synthetic Turf Green	Canada	Per Sq. Ft.	$ 4.24
S-3305-051	Mondo	MF4560C	Mondoturf MF-4560 Color rolls	60mm Monofilament Synthetic Turf Color	Canada	Per Sq. Ft.	$ 5.47
S-3305-052	Mondo	MDP01	Mondoturf FTS Drainage Panels	Synthetic Turf Accessory	Canada	Per Sq. Ft.	$ 3.22
S-3305-053	SSDI	G-3305-053	Painted Gameline striping	Synthetic Turf Accessory	USA	Per Lin. Ft.	$ 2.63
S-3305-054	SSDI	G-3305-054	Water-jet logo art	Synthetic Turf Accessory	USA	Per Sq. Ft.	$ 37.82
S-3305-055	SSDI	G-3305-055	Classic ground tire with sand infill	Synthetic Turf Accessory	USA	Per Sq. Ft.	$ 0.07
S-3305-056	SSDI	G-3305-056	Alternate infill	Synthetic Turf Accessory	USA	Per Sq. Ft.	$ 4.21
S-3305-057	SSDI	G-3305-057	Stripe 8-lane Track	Track Accessory	USA	Each	$ 8,250.00
S-3305-058	SSDI	G-3305-058	Mask for Spray	Track Accessory	USA	Each	$ 4,950.00
S-3305-059	SSDI	G-3305-059	Category I Logo	Synthetic Turf Accessory	USA	Per Lin. Ft.	$ 286.00
S-3305-060	SSDI	G-3305-060	Category II Logo	Synthetic Turf Accessory	USA	Per Lin. Ft.	$ 803.00
S-3305-061	SSDI	G-3305-061	Category III Logo	Synthetic Turf Accessory	USA	Per Lin. Ft.	$ 1,001.00
S-3305-062	SSDI	G-3305-062	End Zone Letter	Synthetic Turf Accessory	USA	Each	$ 693.00
S-3305-063	SSDI	G-3305-063	End Zone Letter One Border	Synthetic Turf Accessory	USA	Each	$ 1,540.00
S-3305-064	SSDI	G-3305-064	End Zone Letter two Borders	Synthetic Turf Accessory	USA	Each	$ 2,035.00
S-3305-065	SSDI	G-3305-065	Soccer Lines Inlaid	Synthetic Turf Accessory	USA	Each	$ 951.50

S-3305-066	SSDI	G-3305-066	Football lines Inlaid	Synthetic Turf Accessory	USA	Each	$ 2,420.00
S-3305-067	SSDI	G-3305-067	Lacrosse and field hockey lines Inlaid	Synthetic Turf Accessory	USA	Each	$ 3,520.00
S-3305-068	SSDI	G-3305-068	Demo & Dispose of Existing Synthetic Turf Field	Synthetic Turf Accessory	USA	Per Sq. Ft.	$ 0.29
S-3305-069	SSDI	G-3305-069	Demo and Prep Court	Court Coating Accessory	USA	Per Sq. Ft.	$ 0.57
S-3305-070	ICP	G-3305-070	Deco Color System	Court Coating	USA	Per Sq. Ft.	$ 3.84
S-3305-071	ICP	G-3305-071	Deco Turf System	Court Coating	USA	Per Sq. Ft.	$ 5.27
S-3305-072	NGI	G-3305-072	Titan Trax	Court Coating	USA	Per Sq. Ft.	$ 5.27
S-3305-073	NGI	G-3305-073	Pro Bounce	Court Coating	USA	Per Sq. Ft.	$ 8.42
S-3305-074	NGI	G-3305-074	Pro Xtreme	Court Coating	USA	Per Sq. Ft.	$ 10.36
S-3305-075	SSDI	G-3305-075	Wind Screen	Court Coating Accessory	USA	Per Sq. Ft.	$ 1.87
S-3305-076	SSDI	G-3305-076	Flat Panel Drains	Field Accessory	USA	Per lin. Ft.	$ 6.33
S-3305-077	ACT Global	XTSF200	2" Xtreme Turf SF	2" Slit Film All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.58
S-3305-078	ACT Global	XTFS225	2.25" Xtreme Turf SF	2.25" Slit Film All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.85
S-3305-079	ACT Global	XTFS250	2.5" Extreme Turf SF	2.5" Slit Film All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 6.27
S-3305-080	ACT Global	XTMF200	2" Xtreme Turf MF	2" Monofilament All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.39
S-3305-081	ACT Global	XTMF225	2.25" Xtreme Turf MF	2.25" Monofilament All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.61
S-3305-082	ACT Global	XTMF250	2.5" Xtreme Turf MF	2.5" Monofilament All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.83
S-3305-083	ACT Global	XTSM200	2" Xtreme Turf S/M	2" Slit Film and Monofilament Synthetic Turf	USA	Per Sq. Ft.	$ 5.94
S-3305-084	ACT Global	XTSM225	2.25" Xtreme Turf S/M	2.25" Slit Film and Monofilament Synthetic Turf	USA	Per Sq. Ft.	$ 6.16
S-3305-085	ACT Global	XTSM250	2.5" Xtreme Turf S/M	2.5" Slit Film and Monofilament All Weather	USA	Per Sq. Ft.	$ 6.62
S-3305-086	ACT Global	FD230	Foam Drainage Pad	23mm Foam Drainage Shock pad	USA	Per Sq. Ft.	$ 1.65
S-3305-087	ACT Global	UBSP01	UltraBase	Sub-Base Drainage and Shock Panel	USA	Per Sq. Ft.	$ 3.84
S-3305-088	SporTurf	STCT	Combat Turf	Synthetic Playground & Fitness Turf	USA	Per Sq. Ft.	$ 9.49
S-3305-089	SporTurf	STAT740	AT-740	Synthetic Playground & Fitness Turf	USA	Per Sq. Ft.	$ 8.78
S-3305-090	SporTurf	STAT755	AT-755	Synthetic Playground & Fitness Turf	USA	Per Sq. Ft.	$ 9.49
S-3305-091	SporTurf	STGC01	GameChanger	Synthetic Playground & Fitness Turf	USA	Per Sq. Ft.	$ 7.67
S-3305-092	SporTurf	STPT200	2" Powerhouse/TrueGrass	2" Slit Film All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.57
S-3305-093	SporTurf	STPT225	2.25" Powerhouse/Truegrass	2.25" Slit Film All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.85
S-3305-094	SporTurf	STPT250	2.5" Powerhouse/Truegrass	2.5" Slit Film All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 6.27
S-3305-095	SporTurf	STMS200	2" MonoSport	2" Monofilament All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.39
S-3305-096	SporTurf	STMS225	2.25" MonoSport	2.25" Monofilament All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.61
S-3305-097	SporTurf	STMS250	2.5" MonoSport	2.5" Monofilament All Weather Synthetic Turf	USA	Per Sq. Ft.	$ 5.83
S-3305-098	SporTurf	STGC200	2" GameChanger	2" Slit Film and Monofilament Synthetic Turf	USA	Per Sq. Ft.	$ 5.94
S-3305-099	SporTurf	STGC225	2.25" GameChanger	2.25" Slit Film and Monofilament Synthetic Turf	USA	Per Sq. Ft.	$ 6.16
S-3305-100	SporTurf	STGC250	2.5" GameChanger	2.5" Slit Film and Monofilament Synthetic Turf	USA	Per Sq. Ft.	$ 6.62
S-3305-101	SporTurf	STCF	Combo Fiber	Synthetic Turf	USA	Per Sq. Ft.	$ 4.99
S-3305-102	SporTurf	STCFT	Combo Fiber w/ Thatch	Synthetic Turf	USA	Per Sq. Ft.	$ 5.21
S-3305-103	SSDI	SSDIEL	E-Layer	Paved in place, permeable synthetic surface base.	USA	Per Sq. Yd.	$ 59.44
S-3305-104	SSDI	SSDING	Natural Grass via Seed or Sod	Field Accessory	USA	Per Sq. Ft.	$ 1.58
S-3305-105	Mondo	G-3305-103	4mm Everlay B	Underlayment	USA	Per Sq. Ft.	$ 3.06
S-3305-106	Mondo	G-3305-104	6mm Everlay EG	Underlayment	USA	Per Sq. Ft.	$ 3.59
S-3305-107	Mondo	G-3305-105	J/D Profi	Cleanser	USA	Gal	$ 39.18
S-3305-108	Mondo	G-3305-106	J/D Carefree	Cleanser	USA	5-Gal	$ 181.50
S-3305-109	Mondo	G-3305-107	J/D Linosafe	Cleanser	USA	5-Gal	$ 201.30
S-3305-110	Mondo	G-3305-108	PU-100 Adhesive	Adhesive	Canada	2-Gal	$ 154.00
S-3305-111	SSDI	G-3305-109	Logo category I	Installation Accessory	USA	Each	$ 4,620.00
S-3305-112	SSDI	G-3305-110	Logo category II	Installation Accessory	USA	Each	$ 6,930.00

S-3305-113	Ultimate RB	30N48*002500	8mm Rubber Rolls Black	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 3.17
S-3305-114	Ultimate RB	30N48*402500	8mm Rubber Rolls 17% Color	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 4.22
S-3305-115	Ultimate RB	30Q48*102500	9.5mm Rubber Rolls Black	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 3.53
S-3305-116	Ultimate RB	30Q48*002500	9.5mm Rubber Rolls 17% Color	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 4.62
S-3305-117	Ultimate RB	400308B10046	8mm Interlocking Tiles Black	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 4.05
S-3305-118	Ultimate RB	400308B02046	8mm Interlocking Tiles 17% Color	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 5.02
S-3305-119	Ultimate RB	500308B10046	9.5mm Interlocking Tiles Black	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 4.37
S-3305-120	Ultimate RB	500308B02046	9.5mm Interlocking Tiles 17% Color	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 5.50
S-3305-121	Ultimate RB	6001340*0000	Bounce Back Safety Surface Black 1.75"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 10.29
S-3305-122	Ultimate RB	6002120*0000	Bounce Back Safety Surface Black 2.5"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 10.60
S-3305-123	Ultimate RB	6003120*0000	Bounce Back Safety Surface Black 3.5"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 13.70
S-3305-124	Ultimate RB	600134*ELE	Bounce Back Safety Surface Color 1.75"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 10.89
S-3305-125	Ultimate RB	600212*ELE	Bounce Back Safety Surface Color 2.5"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 11.72
S-3305-126	Ultimate RB	600312*ELE	Bounce Back Safety Surface Color 3.5"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 14.64
S-3305-127	Ultimate RB	400308**B2046	Heavy Duty Rubber Mats 3/8"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 4.76
S-3305-128	Ultimate RB	400102**B1046	Heavy Duty Rubber Mats 1/2"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 4.91
S-3305-129	Ultimate RB	4001304**B1046	Heavy Duty Rubber Mats 3/4"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 5.20
S-3305-130	Ultimate RB	400102*IB1046	Heavy Duty Interlocking Floor Tiles 1/2"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 5.17
S-3305-131	Ultimate RB	400304*IB1046	Heavy Duty Interlocking Floor Tiles 3/4"	Rubber Multipurpose Flooring	USA	Per Sq. Ft.	$ 5.41
S-3305-132	Ultimate RB	ERTR34	Edge Reducer Transition	Installation Accessory	USA	Lin. Ft.	$ 14.52
S-3305-133	Ultimate RB	CX-941	CX-941 Polyurethane Adhesive	Adhesive	USA	5-gal	$ 429.00
S-3305-134	Ultimate RB	CBS*2	Clean Break Sealer	Cleanser	USA	1-gal	$ 71.50
S-3305-135	SSDI	G-3305-135	SS-1000 Hi Solids Str Spr Black	Track Surfacing System	USA	Per Sq. Ft.	$ 3.19
S-3305-136	SSDI	G-3305-136	SS-1000 Hi Solids Str Spr Red	Track Surfacing System	USA	Per Sq. Ft.	$ 3.36
S-3305-137	SSDI	G-3305-137	SS-1500 Hi Solids Base Mat	Track Surfacing System	USA	Per Sq. Ft.	$ 3.47
S-3305-138	SSDI	G-3305-138	SS-2000 Hi Solids Base Mat w/ Str Spr Black	Track Surfacing System	USA	Per Sq. Ft.	$ 4.90
S-3305-139	SSDI	G-3305-139	SS-2000 Hi Solids Base Mat w/ Str Spr Red	Track Surfacing System	USA	Per Sq. Ft.	$ 5.45
S-3305-140	SSDI	G-3305-140	SS-3000 Hi Solids Base Mat w/ Str Spr Sealed Black	Track Surfacing System	USA	Per Sq. Ft.	$ 5.98
S-3305-141	SSDI	G-3305-141	SS-3000 Hi Solids Base Mat w/ Str Spr Seled Red	Track Surfacing System	USA	Per Sq. Ft.	$ 6.16
S-3305-142	SSDI	G-3305-142	SS-4000 Hi Solids Polyurethane Sandwich System	Track Surfacing System	USA	Per Sq. Ft.	$ 6.58
S-3305-143	SSDI	G-3305-143	SS-5000 Hi Solids Polyurethane Full Pour	Track Surfacing System	USA	Per Sq. Ft.	$ 10.85
S-3305-144	SSDI	G-3305-144	Polyurethane Color Other Than Red	Track Surfacing System	USA	Per Sq. Ft.	$ 1.72
S-3305-145	SSDI	G-3305-145	SS-100 3/8" Acryic Black	Track Surfacing System	USA	Per Sq. Ft.	$ 3.80
S-3305-146	SSDI	G-3305-146	SS-150 3/8" Acrylic Red	Track Surfacing System	USA	Per Sq. Ft.	$ 4.35
S-3305-147	SSDI	G-3305-147	SS-200 1/2" Acrylic Black	Track Surfacing System	USA	Per Sq. Ft.	$ 4.69
S-3305-148	SSDI	G-3305-148	SS-250 1/2" Acrylic Red	Track Surfacing System	USA	Per Sq. Ft.	$ 5.35
S-3305-149	SSDI	G-3305-149	Acrylic Color Other Than Red	Track Surfacing System	USA	Per Sq. Ft.	$ 0.90
S-3305-150	SSDI	G-3305-150	Track Surface repair	Track Accessory	USA	Per Sq. Ft.	$ 22.48
S-3305-151	SSDI	G-3305-151	Demo Existing Track	Track Accessory	USA	Per Sq. Ft.	$ 0.29
S-3305-152	SSDI	G-3305-152	Demo Turf	Field Accessory	USA	Per Sq. Ft.	$ 1.16
S-3305-153	SSDI	G-3305-153	Dispose of Turf	Field Accessory	USA	Per Sq. Ft.	$ 0.50
S-3305-154	SSDI	G-3305-154	Mobilization under 20,000 square ft	Installation Accessory	USA	Per Sq. Ft.	$ 1.79
S-3305-155	SSDI	G-3305-155	Post-tension concrete	Installation Accessory	USA	Per Sq. Ft.	$ 16.21
S-3305-156	ACT Global	G-3305-156	S4 2.0" Slit Film Synthetic Turf	Synthetic Turf	USA	Sq. Ft.	$ 4.66
S-3305-157	ACT Global	G-3305-157	S5 2.5" Slit Film Synthetic Turf	Synthetic Turf	USA	Per Sq. Ft.	$ 4.79
S-3305-158	ACT Global	G-3305-158	M4 2.0" Monofilament Synthetic Turf	Synthetic Turf	USA	Per Sq. Ft.	$ 4.81
S-3305-159	ACT Global	G-3305-159	M6 2.5" Monofilament Synthetic Turf	Synthetic Turf	USA	Per Sq. Ft.	$ 4.99

S-3305-160	ACT Global	G-3305-160	Combo Fiber	Synthetic Turf	USA	Per Sq. Ft.	$ 4.99
S-3305-161	ACT Global	G-3305-161	Combo Fiber w/ Thatch	Synthetic Turf	USA	Per Sq. Ft.	$ 5.21
S-3305-162	SSDI	G-3305-162	Balance or Motion Series Synthetic turf	Synthetic Turf	USA	Per Sq. Ft.	$ 5.57
S-3305-163	SSDI	G-3305-163	Estate Landscape Synthetic Turf	Synthetic Turf	USA	Per Sq. Ft.	$ 9.74
S-3505-001	SSDI	G-3505-001	Crack Repair	Installation Accessory	USA	Per Lin. Ft.	$ 26.62
S-3505-002	SSDI	G-3505-002	Acrylic modified cementitious floor patch	Installation Accessory	USA	Per Sack	$ 85.80
S-3505-003	SSDI	G-3505-003	Liquid vapor retarder	Installation Accessory	USA	Per Sq. Ft.	$ 4.02
S-3505-004	SSDI	G-3505-004	Bead blast	Installation Accessory	USA	Per Sq. Ft.	$ 1.49
S-3505-005	SSDI	G-3505-005	Prep light	Installation Accessory	USA	Per Sq. Ft.	$ 0.33
S-3505-006	SSDI	G-3505-006	Prep moderate	Installation Accessory	USA	Per Sq. Ft.	$ 0.72
S-3505-007	SSDI	G-3505-007	Prep heavy	Installation Accessory	USA	Per Sq. Ft.	$ 1.30
S-3505-008	SSDI	G-3505-008	Remove glue-down carpet	Installation Accessory	USA	Per Sq. Ft.	$ 0.86
S-3505-009	SSDI	G-3505-009	Remove polyurethane	Installation Accessory	USA	Per Sq. Ft.	$ 2.30
S-3505-010	SSDI	G-3505-010	Remove Rubber tile or sheet	Installation Accessory	USA	Per Sq. Ft.	$ 1.97
S-3505-011	SSDI	G-3505-011	Project Design/Development/Consulting	Installation Accessory	USA	Per Hour	$ 191.40
S-3505-012	SSDI	G-3505-012	Project Coordinator/Foreman	Installation Accessory	USA	Per Hour	$ 77.66
S-3505-013	SSDI	G-3505-013	Installer (Tradesman)	Installation Accessory	USA	Per Hour	$ 51.70
S-3505-014	SSDI	G-3505-014	Labor (General)	Installation Accessory	USA	Per Hour	$ 28.60
S-3505-015	SSDI	G-3505-015	Davis Bacon or prevailing Wage (add)	Installation Accessory	USA	Per Hour	$ 27.51
S-3505-016	SSDI	G-3505-016	Davis Bacon or prevailing Wage (add)	Installation Accessory	USA	Per Sq. Ft.	$ 2.56
S-3505-017	SSDI	G-3505-017	Standard installation rate	Installation Accessory	USA	Per Sq. Ft.	$ 4.75
S-3505-018	SSDI	G-3505-018	Equipment rental - mark-up added to cost	Installation Accessory	USA	Percent	0%
S-3505-019	SSDI	G-3505-019	Mileage rate for company owned vehicles	Installation Accessory	USA	Per Mile	$ 0.59
S-3505-020	SSDI	G-3505-020	Concrete Flat 4"	Installation Accessory	USA	Per Sq. Ft.	$ 15.95
S-3505-021	SSDI	G-3505-021	Concrete Flat 5"	Installation Accessory	USA	Per Sq. Ft.	$ 20.35
S-3505-022	SSDI	G-3505-022	Concrete Retaing Wall	Installation Accessory	USA	Per Cu. Yd.	$ 962.50
S-3505-023	SSDI	G-3505-023	Post Tensioning	Installation Accessory	USA	Per Sq. Ft.	$ 7.15
S-3505-024	SSDI	G-3505-024	Place and washed sand	Installation Accessory	USA	Per Cu. Yd.	$ 75.23
S-3505-025	SSDI	G-3505-025	Place and turf nailer	Installation Accessory	USA	Per Lin. Ft.	$ 4.31
S-3505-026	SSDI	G-3505-026	Impervious or Filter Membrane	Installation Accessory	USA	Per Sq. Ft.	$ 0.50
S-3505-027	SSDI	G-3505-027	Flat panel surface drains	Installation Accessory	USA	Per Lin. Ft.	$ 20.97
S-3505-028	SSDI	G-3505-028	Trench or channel Drains	Installation Accessory	USA	Per Lin. Ft.	$ 32.31
S-3505-029	SSDI	G-3505-029	Drainage System Inspection & Ananlyis Report	Installation Accessory	USA	Each	$ 467.50
S-3505-030	SSDI	G-3505-030	Process and Compact	Installation Accessory	USA	Per Sq. Yd.	$ 2.07
S-3505-031	SSDI	G-3505-031	Grade and Compact Existing Field Base	Installation Accessory	USA	Per Sq. Ft.	$ 0.07
S-3505-032	SSDI	G-3505-032	Place and goal posts	Installation Accessory	USA	Each	$ 7,403.00
S-3505-033	SSDI	G-3505-033	Pole Vault Pans and Lids	Installation Accessory	USA	Each	$ 1,375.00
S-3505-034	SSDI	G-3505-034	NCAA Take-off Boards	Installation Accessory	USA	Each	$ 1,087.90
S-3505-035	SSDI	G-3505-035	Staking	Installation Accessory	USA	Each	$ 11,770.00
S-3505-036	SSDI	G-3505-036	Demo and Haul AC	Installation Accessory	USA	Per Cu. Yd.	$ 65.02
S-3505-037	SSDI	G-3505-037	Demo and haul con crb	Installation Accessory	USA	Per Lin. Ft.	$ 3.12
S-3505-038	SSDI	G-3505-038	Demo and haul con	Installation Accessory	USA	Per Cu Yd.	$ 74.25
S-3505-039	SSDI	G-3505-039	Clear, Grub, and Haul	Installation Accessory	USA	Per Sq. Ft.	$ 2.57
S-3505-040	SSDI	G-3505-040	Rough Cut	Installation Accessory	USA	Per Cu. Yd.	$ 4.91
S-3505-041	SSDI	G-3505-041	Export Excess Material	Installation Accessory	USA	Per Cu. Yd.	$ 23.50
S-3505-042	SSDI	G-3505-042	Trench	Installation Accessory	USA	Per Lin. Ft.	$ 24.86
S-3505-043	SSDI	G-3505-043	Import additional material	Installation Accessory	USA	Per Cu. Yd.	$ 38.47

S-3505-044	SSDI	G-3505-044	Prepare Subgrade	Installation Accessory	USA	Per Sq. Yd.	$ 2.63
S-3505-045	SSDI	G-3505-045	Place and Fine Grade ABC	Installation Accessory	USA	Per Cu. Yd.	$ 94.15
S-3505-046	SSDI	G-3505-046	3/8" -1/2" Stone and Fine grade	Installation Accessory	USA	Per Cu. Yd.	$ 79.85
S-3505-047	SSDI	G-3505-047	Place and crushed rip rap	Installation Accessory	USA	Per Cu. Yd.	$ 72.28
S-3505-048	SSDI	G-3505-048	AC 1-1/2" to 2" lift	Installation Accessory	USA	Per Sq. Yd.	$ 29.32
S-3505-049	SSDI	G-3505-049	Con Crb	Installation Accessory	USA	Per Lin. Ft.	$ 33.20
S-3505-050	SSDI	G-3505-050	Extended Turf Warranty to 10 Years	Installation Accessory	USA	Per Sq. Ft.	$ 0.24
S-3505-051	Gill	G-3505-051	Discount From Published Catalog Pricing	Installation Accessory	USA	Each	5%
S-3505-052	Porter	G-3505-052	Discount From Published Catalog Pricing	Installation Accessory	USA	Each	5%
S-3505-053	Douglas	G-3505-053	Discount From Published Catalog Pricing	Installation Accessory	USA	Each	5%
S-3505-054	UCS	G-3505-054	Discount From Published Catalog Pricing	Installation Accessory	USA	Each	5%
S-3505-055	SSDI	G-3505-055	100% Performance and Payment Bonds	Installation Accessory	USA	Percent	2.5%
S-3505-056	SSDI	G-3505-056	Shipping and Handling	Installation Accessory	USA	Actual	Actual
S-3505-057	SSDI	G-3505-057	Mobilization under 3,000 square feet	Installation Accessory	USA	Per Sq. Ft.	$ 2.48

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration and Approval of Engineering Contract Change Order: Change Order #2 to WSP USA, Inc. in the amount of $243,441.40 for the Downtown Mile Safety and Connectivity Improvement Project.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Change Order #2 to WSP USA, Inc. (WSP) in the amount of $243,441.40; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The engineering design for the Downtown Mile Safety and Connectivity Improvement Project (Project) is approximately 50% complete.
- Through design development and as a result of 30% design review with project partners, several items were identified that weren't included in the original scope approved in October 2022, including:
  - Additional geotechnical borings and retaining wall design.
  - Bridge structure type modifications from a closed box to open three span bridge structures.
  - Change in design in approaches to the Florence to Walnut pedestrian undercrossing.
  - Retaining wall structure type changes adjacent to the Mountain Line Downtown Connection Center.
  - Additional field survey
- Change Order #1 (approved by the City Change Order Committee October 26, 2023) included the subconsultant work for the field work and design revisions. Change Order #2 (approved by the City Change Order Committee February 1, 2024) will compensate WSP as prime engineer and includes their structural design work, and integration and oversight of the subconsultant work.

Financial Impact:

Project design is funded by the following:

- U.S. Department of Transportation, Federal Highway Administration Surface Transportation Block Grant (administered and provided by MetroPlan) in the amount of $490,000 plus $29,619 city match for a total amount of $519,619.
- Private partnership contribution from BNSF in the amount of $250,000.
- City Stormwater and Transportation funds in the amount of $2,627,376.38.

Current FY2023-24 funding is $4,152,413 and FY2024-25 funding is anticipated to be $6,955,000,

account # 409-09-427-3520-1.

Policy Impact:

No Impact.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Carbon Neutrality Plan

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Regional Plan

- Improve mobility and access throughout the region.
- Improve transportation safety and efficiency for all modes.
- Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Has There Been Previous Council Decision on This:

Flagstaff City Council approved the original design contract for the Project on October 18, 2022.

Options and Alternatives:

1. Approve Change Order #2 with WSP as recommended which will allow WSP to continue the design of the Project; or
2. Reject the Change Order and provide additional direction to staff. This option would delay the design.

Background and History:

The Downtown Mile Project is a suite of City Capital transportation and stormwater projects that surround the BNSF rail corridor in downtown Flagstaff. The projects share proximity, constraints with building under and around the railroad, and opportunities for funding partnerships and construction efficiency. The individual projects were aligned into the overall project scope out of a need to help fund mitigation impacts to rail operations from the construction of the Rio de Flag project, to expedite delivery of the City's multimodal projects, and to provide opportunity to BNSF to construct a third main rail line, which instituted their support for Project funding and approval for construction. The Project components include:

- **Florence to Walnut Pedestrian Underpass** – Construction of a pedestrian underpass to the west of the ADOT B40/Milton Road Underpass/BNSF rail bridge. Proposed to connect Florence Street and Walnut Street with a grade-separated pedestrian tunnel in an area of active trespassing.
- **ADOT B40 Milton Road Underpass/BNSF Rail Bridge Reconstruction** – The existing two-track bridge structure over Milton Road will be replaced and the location of the underpass will be shifted to the north in alignment with the proposed permanent third main line of the BNSF tracks. The bridge will include a span arrangement that will allow for the future ADOT corridor expansion,

including multimodal improvements. Additionally, the proposed structure shall provide a minimum of 16'-8" vertical clearance as required by current ADOT and BNSF standards.

- **Rio de Flag Pedestrian Underpass** – This grade-separated pedestrian underpass will be constructed under the BNSF corridor and adjacent to the Rio de Flag flood control concrete box culvert. It will be tied into the future Mountain Line Downtown Connection Center site located on Phoenix Avenue.
- **Beaver Street and San Francisco Street At-grade Crossing Safety Improvements** – Will include at-grade crossing safety improvements associated with two one-way streets that intersect with the BNSF corridor adjacent to the current Amtrak station. These improvements are focused particularly on enhancing safety for pedestrians.
- **Amtrak Station Improvements** - North platform drainage and surface improvements.
- **Community Rail Safety Plan** - A rail safety plan in accordance with Federal Railroad Administration guidelines will be delivered during design.

In addition, alignment and support for these projects will greatly benefit delivery of the Rio de Flag Flood Control Project and the Lone Tree Overpass Project.

Purchasing staff issued a Request for Statement of Qualifications (RSOQ) solicitation for engineering professional services, and it was published in the Arizona Daily Sun on April 24 and May 1, 2022. Purchasing posted the RSOQ on PlanetBids, the City of Flagstaff's Bidding platform, on April 19, 2022. On May 23, the City received one Statement of Qualifications from an engineering consultant firm. A five-member selection committee of City staff and one local agency reviewed and evaluated the statement.

City Council awarded the engineering design contract on October 18, 2022. The City Change Order Committee approved Change Order #1 on October 26, 2023. The first change order included the subconsultant scope that accompanies WSPs scope in Change Order #2. Change order committee reviewed and approved Change Order #2 on February 1, 2024.

Key Considerations:

Key considerations for approval of the design contract include:

- Change Order #2 will allow for continuation of design and integration of critical components for design completion.
- Alignment and support for these projects will greatly benefit delivery of the Rio de Flag Flood Control Project and the Lone Tree Overpass Project.
- Integrating benefit for BNSF brings funding cooperation for both design and construction of the project and facilitates project approvals.
- The Project will deliver important improvements to the community, including better connectivity to underserved neighborhoods, rail and pedestrian safety improvements, increased multimodal accessibility, and progress on City climate action goals.

Community Involvement:

Please see the Key Consideration section above for discussion on Community Benefits and Considerations.

Expanded Options and Alternatives:

The Flagstaff community has been engaged over time for most of the project components included in the Downtown Mile, including public meetings and La Plaza Vieja Neighborhood Specific Plan adoption of the Florence-Walnut Pedestrian Underpass, the Rio de Flag Flood Control Project and Pedestrian Underpass, and the ADOT Corridor Master Plan for Milton Road. The original design contract with WSP included public involvement and full NEPA development, which entails community and stakeholder coordination, cultural and biological resource investigations, State Historic Preservation Office

consultation and project concurrence requirements, hazardous material clearances, and established public comment periods on the overall document scope and findings.

The first project public meeting was held on June 14, 2023. There is a Project website available at Flagstaffdowntownmileproject.org.

Attachments: Change Order 2
DTM WSP CO 2
Downtown Mile Project Map

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. 2
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO.	3520	**PROJECT NAME:**	Downtown Mile
FILE NO.	03-23016	**PROJECT MANAGER:**	Christine Cameron
FIRM NAME:	WSP USA Inc.		

Purchase Order Number: 23-002534 | **Line Number:** | **Amount**

Change Order originated by: ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ DESIGN FIRM ☐ OTHER: _____

DETAILED DESCRIPTION:

Engineering services for bridge structure type modifications from a closed box to open three span bridge structures. Change in design in approaches to the Florence to Walnut pedestrian undercrossing. Retaining wall structure type changes adjacent to the Mountain Line Downtown Connection Center. Additional field survey.

JUSTIFICATION:

The additional design scope has been identified through preliminary design work and involvement with partner agencies and is necessary for the completion of the project.

TIME ANALYSIS:

The time to perform this additional work was included in Change Order #1 so there is no time extension request.

COST ANALYSIS:

Project design is funded by the following:
U.S. Department of Transportation, Federal Highway Administration Surface Transportation Block Grant (administered and provided by MetroPlan) in theamount of $490,000 plus $29,619 city match for a total amount of $519,619.
Private partnership contribution from BNSF in the amount of $250,000.
City Stormwater and Transportation funds in the amount of $2,627,376.38.

Current FY24 funding is $4,152,413 and FY25 funding is anticipated to be $6,955,000, account # 409-09-427-3520-1.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Downtown Mile	☑ Design ☐ Construction ☐ Other
PROJECT NO. 3520	**FILE NO.** 03-23016
ACCT. NO. 409-09-427-3520-1 100.00 %	
ACCT. NO. _____ %	
COUNCIL APPROVAL DATE: 10/18/2024	**ORIGINAL CONTRACT AMOUNT:** $ 3,207,026.00
PROJECT BUDGET (FY 24 **)** $ 4,152,413.00	**PROJECT BUDGET (FY**_____**)**
NOTICE TO PROCEED DATE: 11/01/2022	**ORIGINAL CONTRACT PERIOD (calendar days):** 320
ORIGINAL COMPLETION DATE: 09/17/2023	**ORIGINAL CONTRACT ALLOWANCE:** $ 160,350.00
DESIGN FIRM: WSP	

Change Orders Revision Date	C.O. Amount New Total	C.O. Days New Total	Start Date New Comp. Date	REASON FOR CHANGE
1	$ 83,828.19	365		Additional geotech, street and trail design, Approved jurisdictional Delineation
10/24/2023	$ 3,290,854.57	685		
2	$ 243,441.40	0		Bridge structure type design, additional survey, retaining wall structure design
	$ 3,534,295.97	685		
3				
4				
5				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

		END DATES		
ORIGINAL CONTRACT PERIOD	320 **Days**	(_____)	**ORIGINAL CONTRACT**	**$** $ 3,207,026.00
PRIOR TIME CHANGES	365 **Days**	(09/06/2024)	**TOTAL PRIOR VALUE CHANGES**	**$** $ 83,828.00
THIS TIME CHANGE	0 **Days**	(_____)	**VALUE OF THIS CHANGE**	**$** $ 243,441.40
NEW CONTRACT PERIOD	685 **Days**	(09/06/2024)	**NEW CONTRACT**	**$** $ 3,534,295.40

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. 2
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO. 3520 **PROJECT NAME:** Downtown Mile

FILE NO. 03-23016 **PROJECT MANAGER:** Christine Cameron

SIGNATURES

SUBMITTER

Project Manager	2/5/2024 Date	**Approved Signature**	Christine Cameron
Department Head	02/06/2024 Date	**Approved Signature**	Digitally signed by Paul Mood Date: 2024.02.06 15:27:13 -07'00'

COMMITTEE

Water Services	02/07/2004 Date	**Approved Signature**	Douglas Slover Jr Digitally signed by Douglas Slover Jr DN: cn=Douglas Slover Jr, o, ou, email=dslover@flagstaffaz.gov, c=US Date: 2024.02.07 08:41:52 -07'00'
Public Works	Date	**Approved Signature**	ABSENT
City Engineering	02/06/2024 Date	**Approved Signature**	Digitally signed by Paul Mood Date: 2024.02.06 15:28:09 -07'00'
City Attorney	Date	**Approved Signature**	Christina A. Kinnear Digitally signed by Christina A. Kinnear DN: cn=Christina A. Kinnear, o=City of Flagstaff, ou=City Attorney, email=christina.kinnear@flagstaffaz.gov, c=US Date: 2024.02.07 09:22:20 -07'00'
Finance	Date	**Approved Signature**	ABSENT
Purchasing (Chair)	Date	**Approved Signature**	Patrick Brown Digitally signed by Patrick Brown Date: 2024.02.07 13:18:05 -07'00'

EXECUTIVE

City Manager	Date	**Approved Signature**	

Council Meeting Date (if required) 02/20/2024 **Council Approved?** Yes ☐ No ☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

FIRM NAME: WSP USA Inc. **Signature:** Joy Melita Digitally signed by Joy Melita Date: 2024.02.01 13:51:36 -07'00'

Date: 02/01/2024 **Print Name and Title:** Joy Melita, Senior Vice President

WSP USA
Contract No. 2022-108
City of Flagstaff Downtown Mile Project
Planning and Design Services
Project No. 30902258

Scope of Work
For
Planning and Design Services
Contract Modification #2

October 2023

GENERAL DESCRIPTION OF WORK:

WSP USA (WSP) is continuing to provide Design Services for the Downtown Mile project. As part of the development of the 30% design submittal, several items were identified that were not covered in the original scope. This contract modification is being submitted to capture these additional scope items and cover the following:

- Additional foundation borings for two new walls identified along Lower Coconino Road and along detention basins between Lower Coconino Road and Coconino Road.
- The second identified boring was originally identified as option for the Florence-Walnut crossing but is being incorporated to confirm condition based on poor soil conditions identified in the original project design.

The design schedule has also been revised for the project based on this contract modification and current status of design and review by project partners. With delays in obtaining Section 106 Clearance and initial acceptance of Design Criteria from ADOT and BNSF, an extension of 8 months to a revised contract end date of August 31, 2024, is being requested. It is anticipated that some permits may take longer than this schedule based on stakeholder requirements. If required, a schedule extension for permitting may be requested under a future contract modification. The work will be performed using a Lump Sum fee based on the scope outlined herein. If additional scope is required, a subsequent contract modification will be submitted to the City for approval prior to any additional work being completed. WSP will invoice the City monthly based on percent complete as design progresses.

WSP's additional work under this contract modification will be supported by the following subconsultants:

1. Peak Engineering: Additional services to update the design of the connections and pathway between Florence-Walnut through the new BNSF crossing. The design was not included in the original scope. Design will provide updates to the original work completed by TranSystems and Turner Engineering and design connections to the streets and a basic trail connection between the streets. BPAC has indicated that future improvements may be made under a separate project, design of these elements is not included with this scope. Additional services are included for additional impacts at Beaver Road after a raise in BNSF vertical profile was identified in the 30% design impacting additional infrastructure.
2. GSI: Additional geotechnical drilling in support of field explorations for geotechnical investigations.

3. Quail: Additional traffic control for geotechnical exploration within ADOT right-of-way.
4. WSP Environmental (Formerly Wood): Lab testing of soil and rock data retrieved during geotechnical explorations. Work is based on a schedule of fees to be determined based on field explorations. Actual expenses will be invoiced under this work.
5. Northland Exploration Surveys: Additional survey will be required in the area of the retaining wall at the western limits of the rail modifications between BNSF and Lower Coconino Road. Additionally, additional rail survey is required to the west of the project to address comments received by BNSF.

Subconsultants scope of work and fee are attached as appendices at the end of this document.

It is anticipated that this project will become a Construction Manager at Risk (CMAR) project between Concept Design and 90% Design. It is assumed under this scope that redesign and value engineering efforts will not require significant changes to design established at the Concept Design phase. Significant changes in design may require a subsequent contract modification to complete the work.

PAYMENT TERMS:

The City has requested that this scope of work be submitted through two different contract modifications. A complete scope of work is being provided for clarity. The fee for the submitted scope will be agreed to on the following basis:

- Contract Modification #1 – Contract Modification #1 will cover the additional scope and fee required for WSP's subcontractors (except Northland Exploration Surveys) under this scope of work.
- Contract Modification #2 – Contract Modification #2 will cover the additional scope and fee required for additional work to be performed by WSP and Northland Exploration Surveys.

TASK 1.0 – PROJECT MANAGEMENT AND COORDINATION

The work under this task will include general project management and coordination activities during the project. This task includes project management, meetings, project documentation, and development of meeting agendas and minutes.

SUBTASKS:

TASK 1.1: Project Management work will include project set up, monthly invoicing, and project tracking. Additional work under this task includes additional time for the schedule extension.

TASK 1.2: Project Meetings will include meetings throughout this scope of work to coordinate with the City of Flagstaff and obtain feedback. A meeting agenda and minutes will be prepared for each meeting and include documentation of decisions.

TASK 1.2B: Monthly progress meetings will be scheduled with City staff and invited stakeholders to discuss project elements and design decisions (Virtual: PM, DPM, Roadway, Drainage, Structures, Traffic, Public Involvement, Rail, Environmental). These meetings will include all key task leaders and will be held virtually to allow attendance by stakeholders and remote task leads. It is assumed there will be three additional meetings with the schedule extension.

TASK 1.2C: Bi-monthly stakeholder meetings are anticipated to discuss project elements and coordinate project requirements with other local projects and permit requirements. Unanticipated monthly coordination meetings with the Downtown Connection Center were not originally scoped and are added to the original scope as an additional stakeholder.

TASK 1.3: Project Coordination is provided to coordinate work performed by subconsultants for survey and utilities. This coordination includes survey review and verification, attendance at utility meetings, and conflict identification and mitigation.

TASK 1.4: The Quality Program is WSP's program to verify that quality control procedures on the project are implemented and executed per the project Quality Plan. Time under this task includes Quality Assurance reviews and coordination of submittals prior to submission to the City. Quality Control is handled at a task level by the Task Leads under the work described elsewhere. Four submissions are identified for this task: Concept, 60%, 90%, and PS&E.

ASSUMPTIONS:

1. It is assumed that meetings, except for the Kick-off meeting, will be virtual and do not require travel.

DELIVERABLES:

Meeting Agendas (Electronic PDF), Meeting Minutes (Electronic PDF)

TASK 2.0 – ROADWAY

No additional work included with this contract modification.

TASK 3.0 – DRAINAGE

No additional work included with this contract modification.

TASK 4.0 – TRAFFIC DESIGN

No additional work included with this contract modification.

TASK 5.0 – STRUCTURES

The BNSF and the City have identified the preferred structure type for each of the four BNSF crossings. The structure type for the RDF FUTS Crossing has been selected as a three-span railway bridge where the original contract identified this as a concrete box structure. Additional design and sheet development will be required for this preferred structure type. The retaining wall type for the wall in front of the Downtown Connection Center was also modified after multiple rounds of coordination from a Cast-in-place retaining wall to a Post-and-Panel wall. Additional design and plan development is required to complete this work.

SUBTASKS:

TASK 5.3: 60% Submittal further develops the selected alternatives for each crossing. Additionally, the superstructure design for each bridge will be finalized and preliminary substructure design to develop general geometry will be started. Preliminary wall design will be completed. Preliminary design of special details will be started. The submittal is anticipated to include:

a. Plans at a scale of 1" = 20' to include:
b. RDF FUTS Crossing
    a. Bridge Details (Three span bridge) (20 additional Sheets)
c. Retaining Walls
    a. Plans and Elevations (2 Additional Sheets)
    b. Wall Details (2 Additional sheets)

DELIVERABLES:

60% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 5.4: 90% Submittal finalizes design for each crossing, retaining wall, and special detail. The submittal is anticipated to include:

a. Plans at a scale of 1" = 20' to include:
b. RDF FUTS Crossing
    a. Bridge Details (Box Structure) (20 Additional Sheets)
c. Existing BNSF RDF Crossing
    a. Crossing Details (Drainage Structure) (8 Sheets)
d. Retaining Walls

a. Plans and Elevations (2 Additional Sheets)

b. Wall Details (2 Additional sheets)

DELIVERABLES:

90% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 5.5: PS&E Submittal will address all final comments and prepare the bid ready package. The submittal is anticipated to include:

a. Plans at a scale of 1" = 20' to include:

b. RDF FUTS Crossing

    a. Bridge Details (Box Structure) (20 Additional Sheets)

c. Existing BNSF RDF Crossing

    a. Crossing Details (Drainage Structure) (8 Sheets)

d. Retaining Walls

    a. Plans and Elevations (2 Additional Sheets)

    b. Wall Details (2 Additional sheets)

DELIVERABLES:

PS&E Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

ASSUMPTIONS:

1. None.

TASK 6.0 – GEOTECHNICAL

The scope of work for this task includes additional geotechnical exploration and recommendations are needed for a Cast in Place (CIP) retaining wall approximately 75 feet long near an existing building near the northwest quadrant of Milton Rd and BNSF tracks, and a soil nail retaining wall approximately 500 feet long, located between West Lower Coconino Avenue and north side of the BNSF tracks.

An additional CIP wall is needed along the planned basin on the north side of BNSF tracks. We understand the wall will be on the order of 500 feet long, up to 15 feet in height and will tie into the Flo-Nut structure.

In addition, geotechnical exploration and recommendations are needed for the RDF FUTS underpass structure, which will be a 3-span structure supported on drilled shafts. Further, we have been asked to provide updated geotechnical recommendations for the planned Flo-Nut structure using existing geotechnical information provided by the City.

SUBTASKS:

TASK 6.2: A site reconnaissance will be performed to observe surface features and surficial geologic units exposed. During this site visit, access to exploration points required to investigate the subsurface conditions for the additional project elements will be established. An updated geotechnical boring and access plan will be developed based on the planned project features with proposed access routes.

Using the Geotechnical boring and access plan described above, we will submit an addendum to our previously submitted BNSF Right of Entry application. The additional borings along Lower Coconino will be included in our encroachment permit from the City. We also understand the boring and access plan will be used to obtain environmental clearance of the boring locations.

This task includes a field investigation using geotechnical borings and laboratory testing to develop an understanding of the subsurface conditions and development of a subsurface profile for design. WSP will subcontract with Geomechanics Southwest Inc. to complete the borings using truck-mounted and track-mounted drill rigs.

Ten additional borings are needed to supplement previously identified borings. A summary of the planned borings is shown in the following table.

Feature	No. of borings	Approximate Depth of Borings (ft)	Planned Drill Method	Drill Equipment	Anticipated Traffic Control
Retaining Walls	6	25	Auger/Core	Track	Yes
USACE/FUTS Crossing	4	50	Auger/Core	Track	N/A

The FUTS borings will be located in unpaved areas and will be backfilled with grout. Three (3) of the wall borings will be located in the local street and one (1) boring will be located in the access road along the BNSF tracks. Wall borings will be backfilled with auger cuttings and capped with cold patch asphalt if there is asphalt pavement.

Arizona Blue Stake (AZ811) will be contacted to locate public utility lines near each boring location. This activity will be completed prior to subsurface drilling activities.

Traffic control will be needed for the borings along Lower Coconino Road and will consist of temporary lane closures with a shadow truck.

Appropriate laboratory tests will be performed to evaluate soil properties and characteristics for engineering analysis and design.

TASK 6.3: Geotechnical analysis will be performed based on the findings of the exploration and recommendations for the FUTS underpass structure and CIP walls will be included in our previously scoped Geotechnical Report. Updated recommendations for socketed piles for the Flo-Nut structure will be provided using existing geotechnical information previously provided by the City. For the planned soil nail wall, geotechnical data will be presented for soil nail design by others.

TASK 6.5: Geotechnical analysis will be incorporated into the Geotechnical Report(s) (draft and final). Work will incorporate the analysis of the additional borings, including test results, logs of test borings, photographs of recovered rock core, and recommendations for the various project features. Foundation data sheets will be prepared by WSP for inclusion in the bridge plan sets.

ASSUMPTIONS:

- A separate drill rig mobilization is not needed. New borings will be performed under mobilization of previously planned borings.
- Borings can be performed during weekday daytime hours.
- Borings will be added to BNSF ROE agreement at no additional cost. Compensation for flaggers is not included.
- Geotech recommendations are not needed for the RDF Drainage underpass.

DELIVERABLES:

None. Covered in previous tasks.

TASK 7.0 – ENVIRONMENTAL

No additional work included with this contract modification.

TASK 8.0 – PUBLIC INVOLVEMENT

No additional work included with this contract modification.

TASK 9.0 – RAIL

No additional work included with this contract modification.

TASK 10.0 – PLANNING AND CONSTRUCTION

No additional work included with this contract modification.

EXCLUSIONS

Services excluded from this Scope of Work include, but are not limited to:

1. Subsurface Utility Exploration (SUE) is not included in this scope of work.
2. Right-of-Way acquisition and support services other than Right-of-Way plans is excluded from this scope of work.
3. Amtrak platform design is currently limited to the site civil preliminary location and coordination for site selection. Other work may be added through a contract modification after site selection.
4. BNSF will perform the Signal design at San Francisco and Beaver Street outside this contract.
5. Significant redesign due to the addition of a CMAR contractor and Value Engineering is not included with this contract. If there is significant redesign requested and approved by the City, that work will be completed under a contract modification.

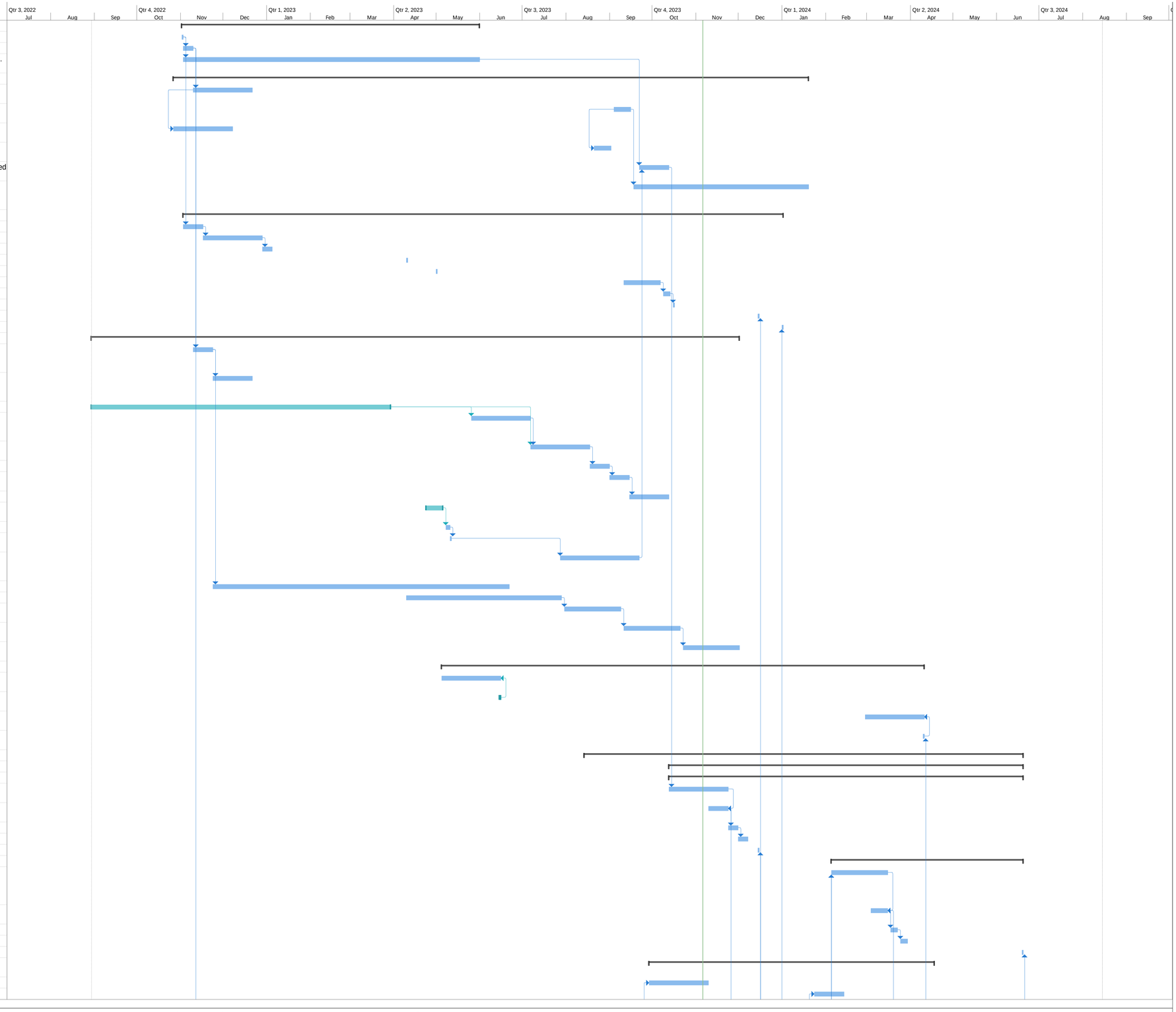
DIRECT EXPENSES

Direct Expenses are based upon the agreed upon rates as established by the Contract. See the attached cost proposal for additional information.

DESIGN SCHEDULE

An updated design schedule has been included with this contract modification. Please see the following sheets for the proposed DDS.

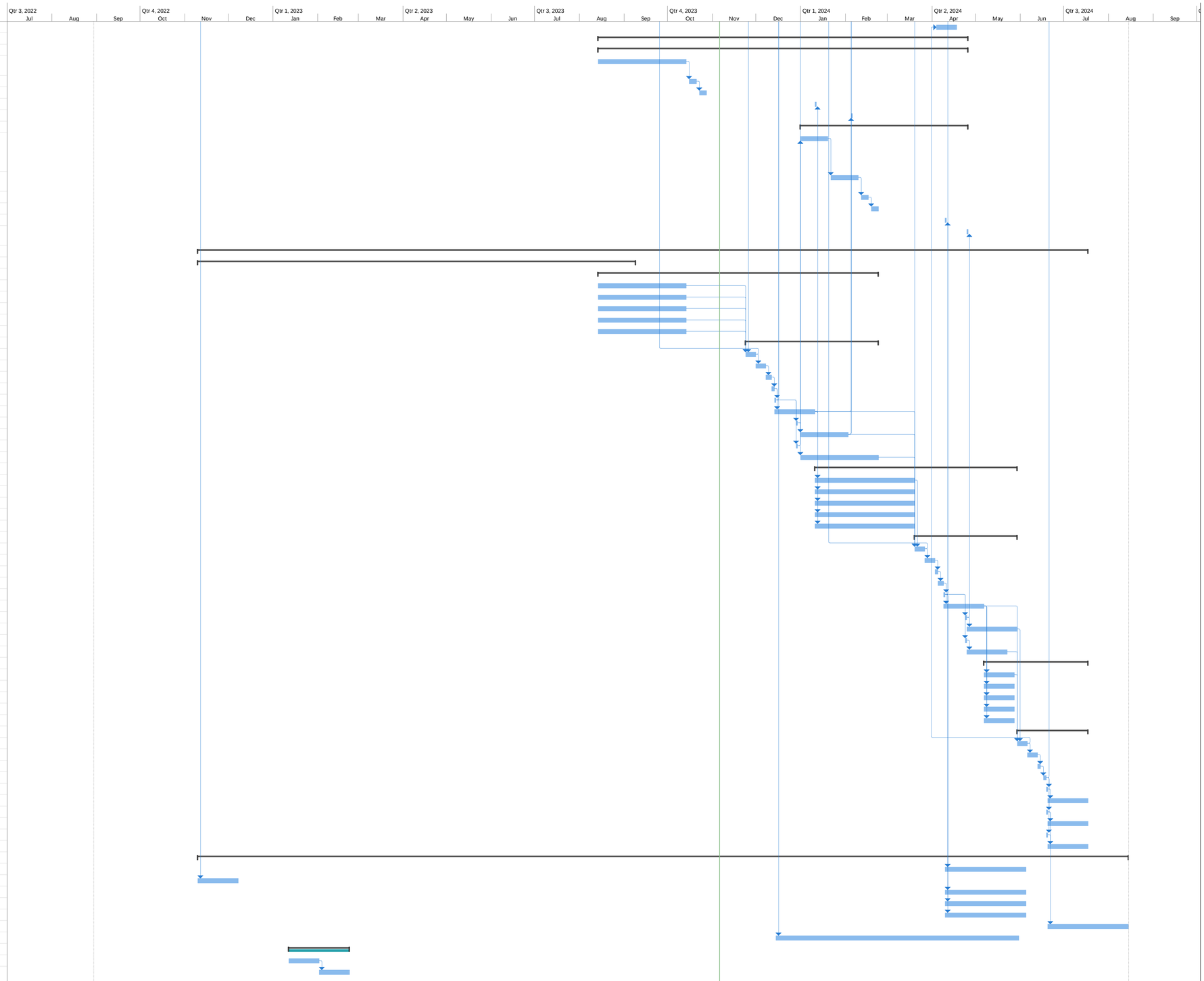
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes
1		Project Start Up	151 days	Wed 11/2/22	Wed 5/31/23		
2		Notice to Proceed	1 day	Wed 11/2/22	Wed 11/2/22		Complete
3		Project Kickoff	5 days	Thu 11/3/22	Wed 11/9/22	2	Complete
4		Right of Entry Permits	150 days	Thu 11/3/22	Wed 5/31/23	2	Complete after delays with BNSF approvals.
5		Survey and Geotech	322 days	Thu 10/27/22	Fri 1/19/24		
6		Preliminary Field Survey	30 days	Thu 11/10/22	Wed 12/21/22	3	Complete
7		Supplemental Survey	10 days	Mon 9/4/23	Fri 9/15/23		Pending BNSF ROE, Anticipated September 2023
8		Preliminary Survey Data Analysis	30 days	Thu 10/27/22	Wed 12/7/22	6SS-10 days	Complete
9		Survey Data Analysis	10 days	Mon 8/21/23	Fri 9/1/23	7SS-10 days	Pending BNSF ROE
10		Geotech Exploration	15 days	Fri 9/22/23	Thu 10/12/23	4,35	Dependent on FRA CR Clearance, Anticipated approval 9/21/23
11		Survey - Supplemental Surveys	90 days	Mon 9/18/23	Fri 1/19/24	7	
12		Traffic Impact Analysis	303 days	Thu 11/3/22	Mon 1/1/24		
13		Data Collection	10 days	Thu 11/3/22	Wed 11/16/2	2	Complete
14		Data Analysis	30 days	Thu 11/17/22	Wed 12/28/2	13	Complete
15		Draft Report	5 days	Thu 12/29/22	Wed 1/4/23	14	Complete
16		COF Submittal	1 day	Mon 4/10/23	Mon 4/10/23	90	Complete
17		ADOT Submittal	1 day	Mon 5/1/23	Mon 5/1/23	94	Complete
18		Report Update	20 days	Mon 9/11/23	Fri 10/6/23	91,95	
19		Report QAQC	5 days	Mon 10/9/23	Fri 10/13/23	18	
20		Final Report	1 day	Mon 10/16/2	Mon 10/16/2	19	
21		COF Submittal	1 day	Fri 12/15/23	Fri 12/15/23	107	Tied to 60%
22		ADOT Submittal	1 day	Mon 1/1/24	Mon 1/1/24	111	Tied to 60%
23		NEPA Evaluation	329 days	Tue 8/30/22	Fri 12/1/23		
24		Agency / Scoping Meeting 1	10 days	Thu 11/10/22	Wed 11/23/22	3	Complete
25		Environmental Project Description - Draft	20 days	Thu 11/24/22	Wed 12/21/22	24	Complete
26		FRA Review	152 days	Tue 8/30/22	Wed 3/29/23		Complete
27		Environmental Project Description - Final	30 days	Fri 5/26/23	Thu 7/6/23	26	Complete
28		NEPA Scoping Letter Draft	30 days	Fri 7/7/23	Thu 8/17/23	26,27	Will confirm need with FRA
29		City/FRA Review	10 days	Fri 8/18/23	Thu 8/31/23	28	
30		NEPA Scoping Letter Final	10 days	Fri 9/1/23	Thu 9/14/23	29	Will confirm need with FRA
31		Public Review	20 days	Fri 9/15/23	Thu 10/12/23	30	
32		Preliminary Cultural Resource Evaluation	10 days	Mon 4/24/23	Fri 5/5/23		Kick-off Meeting for Preliminary Clearance with FRA
33		PCR QAQC	3 days	Mon 5/8/23	Wed 5/10/23	32	
34		PCR Submittal to City and FRA	1 day	Thu 5/11/23	Thu 5/11/23	33	
35		FRA Review and Consultation	40 days	Fri 7/28/23	Thu 9/21/23	34	Significant delays in approval of Initial 106 CR by FRA, Approved to send 8/25/23
36		Data Collection	150 days	Thu 11/24/22	Wed 6/21/23	24	
37		Draft NEPA Document	80 days	Mon 4/10/23	Fri 7/28/23	90	Includes Federal Review and Comment
38		FRA/Public Review	30 days	Mon 7/31/23	Fri 9/8/23	37	CE Asssumed, FRA will review, no Public Review Required
39		Response to Comments	30 days	Mon 9/11/23	Fri 10/20/23	38	
40		Decision Document / Clearance	30 days	Mon 10/23/23	Fri 12/1/23	39	
41		Public Involvement	244 days	Fri 5/5/23	Wed 4/10/24		
42		Hybrid Meeting #1 Prep	30 days	Fri 5/5/23	Thu 6/15/23	43FF	
43		Hybrid Meeting #1	1 day	Thu 6/15/23	Thu 6/15/23		
44		Hybrid Meeting #2 Prep	30 days	Thu 2/29/24	Wed 4/10/24	45FF	
45		Hybrid Meeting #2	1 day	Wed 4/10/24	Wed 4/10/24	124	
46		Reports	223 days	Mon 8/14/23	Wed 6/19/24		
47		Geotechnical Report	179 days	Fri 10/13/23	Wed 6/19/24		
48		Draft Submittal	179 days	Fri 10/13/23	Wed 6/19/24		
49		Geotechnical Analysis	30 days	Fri 10/13/23	Thu 11/23/23	10	Delayed with FRA coordination for CR and BNSF ROE
50		Report Development	10 days	Fri 11/10/23	Thu 11/23/23	49FF	
51		QC	5 days	Fri 11/24/23	Thu 11/30/23	50	
52		QA	5 days	Fri 12/1/23	Thu 12/7/23	51	
53		Submit to City	1 day	Fri 12/15/23	Fri 12/15/23	107	
54		Final Submittal	98 days	Mon 2/5/24	Wed 6/19/24		
55		Geotechnical Analysis and Response to Comments	30 days	Mon 2/5/24	Fri 3/15/24	108,110	
56		Report Update	10 days	Mon 3/4/24	Fri 3/15/24	55FF	
57		QC	5 days	Mon 3/18/24	Fri 3/22/24	56	
58		QA	5 days	Mon 3/25/24	Fri 3/29/24	57	
59		Submit to City	1 day	Wed 6/19/24	Wed 6/19/24	140	
60		Master Construction Schedule	144 days	Fri 9/29/23	Wed 4/17/24		
61		Initial Schedule	30 days	Fri 9/29/23	Thu 11/9/23	103FS-45 days	Tied to 60%
62		First Update	15 days	Wed 1/24/24	Tue 2/13/24	120FS-45 days	Tied to 90%



Project: Proposed Schedule
Date: Mon 11/6/23

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes
63		Second Update	10 days	Thu 4/4/24	Wed 4/17/24	137FS-45 days	Tied to PS&E
64		Rail Safety Plan	184 days	Mon 8/14/23	Thu 4/25/24		
65		Draft Submittal	184 days	Mon 8/14/23	Thu 4/25/24		
66		Report Development	45 days	Mon 8/14/23	Fri 10/13/23	93,91	
67		QC	5 days	Mon 10/16/2	Fri 10/20/23	66	
68		QA	5 days	Mon 10/23/2	Fri 10/27/23	67	
69		Submit to City	1 day	Thu 1/11/24	Thu 1/11/24	108	Tied to 60%
70		Submit to BNSF	1 day	Mon 2/5/24	Mon 2/5/24	110	Tied to 60%
71		Final Submittal	84 days	Mon 1/1/24	Thu 4/25/24		
72		Comment Responses / Resolution Meeting	15 days	Mon 1/1/24	Fri 1/19/24	109,111	
73		Report Update	15 days	Mon 1/22/24	Fri 2/9/24	72	
74		QC	5 days	Mon 2/12/24	Fri 2/16/24	73	
75		QA	5 days	Mon 2/19/24	Fri 2/23/24	74	
76		Submit to City	1 day	Wed 4/10/24	Wed 4/10/24	124	Tied to 90%
77		Submit to BNSF	1 day	Thu 4/25/24	Thu 4/25/24	126	Tied to 90%
78		Plans and Specifications	440 days	Thu 11/10/22	Wed 7/17/24		
79		Concept Submittal	217 days	Thu 11/10/22	Fri 9/8/23		
96		60% Submittal	140 days	Mon 8/14/23	Fri 2/23/24		
97		Roadway	45 days	Mon 8/14/23	Fri 10/13/23	93,91	
98		Drainage	45 days	Mon 8/14/23	Fri 10/13/23	93,91	
99		Traffic	45 days	Mon 8/14/23	Fri 10/13/23	93,91	
100		Structures	45 days	Mon 8/14/23	Fri 10/13/23	93,91	
101		Rail	45 days	Mon 8/14/23	Fri 10/13/23	93,91	
102		Quality Control	66 days	Fri 11/24/23	Fri 2/23/24		
103		IDR	5 days	Fri 11/24/23	Thu 11/30/23	97,98,99,100,101,	
104		Updates	5 days	Fri 12/1/23	Thu 12/7/23	103	
105		QA	2 days	Fri 12/8/23	Mon 12/11/2	104	
106		Packaging	2 days	Tue 12/12/23	Wed 12/13/2	105	
107		City Submittal	1 day	Thu 12/14/23	Thu 12/14/23	106	
108		City Review	20 days	Thu 12/14/23	Wed 1/10/24	106	
109		BNSF Submittal	1 day	Fri 12/29/23	Fri 12/29/23	107FS+10 days	
110		BNSF Review	25 days	Mon 1/1/24	Fri 2/2/24	109	
111		ADOT Submittal	1 day	Fri 12/29/23	Fri 12/29/23	107FS+10 days	
112		ADOT Review	40 days	Mon 1/1/24	Fri 2/23/24	111	
113		90% Submittal	100 days	Thu 1/11/24	Wed 5/29/24		
114		Roadway	49 days	Thu 1/11/24	Tue 3/19/24	108	
115		Drainage	49 days	Thu 1/11/24	Tue 3/19/24	108	
116		Traffic	49 days	Thu 1/11/24	Tue 3/19/24	108	
117		Structures	49 days	Thu 1/11/24	Tue 3/19/24	108	
118		Rail	49 days	Thu 1/11/24	Tue 3/19/24	108	
119		Quality Control	51 days	Wed 3/20/24	Wed 5/29/24		
120		IDR	5 days	Wed 3/20/24	Tue 3/26/24	114,108,110,112,5	
121		Updates	5 days	Wed 3/27/24	Tue 4/2/24	120	
122		QA	2 days	Wed 4/3/24	Thu 4/4/24	121	
123		Packaging	2 days	Fri 4/5/24	Mon 4/8/24	122	
124		City Submittal	1 day	Tue 4/9/24	Tue 4/9/24	123	
125		City Review	20 days	Tue 4/9/24	Mon 5/6/24	123	
126		BNSF Submittal	1 day	Wed 4/24/24	Wed 4/24/24	124FS+10 days	
127		BNSF Review	25 days	Thu 4/25/24	Wed 5/29/24	126	
128		ADOT Submittal	1 day	Wed 4/24/24	Wed 4/24/24	124FS+10 days	
129		ADOT Review	20 days	Thu 4/25/24	Wed 5/22/24	128	
130		PS&E Submittal	52 days	Tue 5/7/24	Wed 7/17/24		
131		Roadway	15 days	Tue 5/7/24	Mon 5/27/24	125	
132		Drainage	15 days	Tue 5/7/24	Mon 5/27/24	125	
133		Traffic	15 days	Tue 5/7/24	Mon 5/27/24	125	
134		Structures	15 days	Tue 5/7/24	Mon 5/27/24	125	
135		Rail	15 days	Tue 5/7/24	Mon 5/27/24	125	
136		Quality Control	35 days	Thu 5/30/24	Wed 7/17/24		
137		IDR	5 days	Thu 5/30/24	Wed 6/5/24	131,125,127,129	
138		Updates	5 days	Thu 6/6/24	Wed 6/12/24	137	
139		QA	2 days	Thu 6/13/24	Fri 6/14/24	138	
140		Packaging	2 days	Mon 6/17/24	Tue 6/18/24	139	
141		City Submittal	1 day	Wed 6/19/24	Wed 6/19/24	140	
142		City Review	20 days	Thu 6/20/24	Wed 7/17/24	141	
143		BNSF Submittal	1 day	Wed 6/19/24	Wed 6/19/24	140	
144		BNSF Review	20 days	Thu 6/20/24	Wed 7/17/24	143	
145		ADOT Submittal	1 day	Wed 6/19/24	Wed 6/19/24	140	
146		ADOT Review	20 days	Thu 6/20/24	Wed 7/17/24	145	
147		Permits	460 days	Thu 11/10/22	Wed 8/14/24		
148		ADEQ	40 days	Wed 4/10/24	Tue 6/4/24	124	
149		ADOT Encroachment	20 days	Thu 11/10/22	Wed 12/7/22	3	Submitted, Pending Reviews
150		ADOT Utility	40 days	Wed 4/10/24	Tue 6/4/24	124	
151		ADOT EP	40 days	Wed 4/10/24	Tue 6/4/24	124	
152		ADOT ROW	40 days	Wed 4/10/24	Tue 6/4/24	124	
153		BNSF C&M	40 days	Thu 6/20/24	Wed 8/14/24	143	
154		USACE 404/408	120 days	Fri 12/15/23	Thu 5/30/24	107	
155		Mayor and Council	30 days	Thu 1/12/23	Wed 2/22/23		Confirm need for meeting
156		Commission Meeting	15 days	Thu 1/12/23	Wed 2/1/23		
157		Mayor & Council Meeting	15 days	Thu 2/2/23	Wed 2/22/23	156	Selection of intersection alternative requested



Project: Proposed Schedule
Date: Mon 11/6/23

Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

Contract No.: 2022-108

COF Downtown Mile Project

New Contract: X

Contract Mod:

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Manhours	% of Total Hours	Billable Hourly Rate	Estimated Labor Costs
Project Principal	3	0.2%	$285.00	$855.00
Project Manager	113	8.0%	$250.00	$28,250.00
Resident Engineer	0	0.0%	$230.00	$0.00
Project Engineer-Sr	115	8.1%	$255.00	$29,325.00
Project Engineer	486	34.2%	$180.00	$87,480.00
Engineer	398	28.0%	$125.00	$49,750.00
Designer - Sr.	0	0.0%	$145.00	$0.00
Designer	0	0.0%	$95.00	$0.00
Geologist-Sr.	24	1.7%	$280.00	$6,720.00
CADD Technician	258	18.2%	$105.00	$27,090.00
Environmental	6	0.4%	$180.00	$1,080.00
Administrative	0	0.0%	$95.00	$0.00
Project Administrator	10	0.7%	$145.00	$1,450.00
Transportation Planner	0	0.0%	$105.00	$0.00
Transportation Planner - Sr.	0	0.0%	$205.00	$0.00
GIS Analysis/Technician	0	0.0%	$175.00	$0.00
Graphic Designer - Sr.	0	0.0%	$130.00	$0.00
Graphic Designer	0	0.0%	$90.00	$0.00
PI Specialist	6	0.4%	$145.00	$870.00
TOTAL Hours	1,419			
			Sub-Total Labor Expense:	$232,870.00

ESTIMATED DIRECT EXPENSES

Outside Reproduction	$0.00
Courier/Postage	$0.00
Mileage	$414.40
Travel	$1,757.00
Miscellaneous Expenses	$0.00
Sub-Total Direct Expenses:	$2,171.40

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Subconsultant	Method of Compensation	DBE	Fee
GSI	Unit Rate	No	$0.00
Quail	Unit Rate	No	$0.00
Wood	Unit Rate	No	$0.00
Peak	Unit Rate	No	$0.00
WDG	Unit Rate	Yes	$0.00
TranSystems	Unit Rate	No	$0.00
Northland	Unit Rate	No	$8,400.00
	Sub-Total Outside Services Expense:		$8,400.00

ESTIMATED TOTAL

TOTAL ESTIMATED COST: $243,441.40

CONTRACT TIME: 365 CALENDAR DAYS

CONTINGENCY (0%) $0.00

Melita

Signature

11/6/2023

Date

COF Downtown Mile Project

Contract No. 2022-108

TASK/DISCIPLINE	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist	Total
1.0 Project Management	3	23	0	47	6	0	0	0	0	0	6	0	6	0	0	0	0	0	6	97.0
2.0 Roadway	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
3.0 Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
4.0 Traffic and MOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
5.0 Structures	0	90	0	0	220	398	0	0	0	258	0	0	0	0	0	0	0	0	0	966.0
6.0 Geotechnical	0	0	0	68	260	0	0	0	24	0	0	0	4	0	0	0	0	0	0	356.0
7.0 Environmental	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
8.0 Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
9.0 Rail	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
10.0 Planning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
PROJECT TOTAL HOURS	3	113	0	115	486	398	0	0	24	258	6	0	10	0	0	0	0	0	6	1419

COF Downtown Mile Project
Contract No. 2022-108

1.0 Project Management TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
1.1 Project Management (9 Month Duration)	21	3	6			6								6						
1.2 Project Meetings	0																			
1.2B Monthly Progress Meetings (3 Total, 2 hours, Virtual)	60		9		39							6								6
1.2C Stakeholder Meetings (8 Total x 1 Stakeholders, 1 hour, virtual)	16		8		8															
	0																			
	0																			
	0																			
	0																			
	0																			
	0																			
SUBTOTAL 1.0 Project Management	97	3	23	0	47	6	0	0	0	0	0	6	0	6	0	0	0	0	0	6

Task Cost: $ 22,490.00

COF Downtown Mile Project
Contract No. 2022-108

5.0 Structures TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
5.2 60% Submittal	0																			
5.2B RDF FUTS Crossing	460		40			100	200				120									
5.2D Retaining Walls	26		2			4	10				10									
5.3 90% Submittal	0																			
5.3B RDF FUTS Crossing	400		40			100	160				100									
5.3D Retaining Walls	26		2			4	10				10									
5.4PS&E Submittal	0																			
5.4B RDF FUTS Crossing	28		4			8	8				8									
5.4D Retaining Walls	26		2			4	10				10									
	0																			
SUBTOTAL 5.0 Structures	966	0	90	0	0	220	398	0	0	0	258	0	0	0	0	0	0	0	0	0

Task Cost: $ 138,940.00

COF Downtown Mile Project
Contract No. 2022-108

6.0 Geotechnical TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
6.2 Blue Stake, Field Work, Logs, Lab	164				12	140				8				4						
6.3 Geotechnical and Foundation Profiles/Analyses	92				24	60				8										
6.5 Geotechnical and Foundation Reports	100				32	60				8										
	0																			
	0																			
	0																			
	0																			
SUBTOTAL 6.0 Geotechnical	356	0	0	0	68	260	0	0	0	24	0	0	0	4	0	0	0	0	0	0

Task Cost: $ 71,440.00

NORTHLAND EXPLORATION SURVEYS

SCOPE AND FEE

Northland Exploration Surveys, Inc.

October 10, 2023

WSP USA, Inc.
Jason Carlaftas
1230 West Washington Street
Suite 405
Tempe, AZ 85281

RE: Extra survey services for the City of Flagstaff Downtown Mile, City of Flagstaff, Arizona.

Dear Mr. Carlaftas,

We appreciate the opportunity to offer survey services for the above mentioned project. We understand that we will conduct those survey services per your email dated October 9, 2023:

1. Conduct a topographic survey of the areas outlined in the above mentioned email. This will include all visible improvements, including, but not limited to, existing train tracks and adding the additional topography received from BNSF extending to the West.

2. Conduct any additional surveying, research and computations as needed for additional information.

The survey and map will be surveyed in the Arizona Central Coordinate system, scaled to ground at a central control point and NGVD88 elevations.

We propose to conduct the above mentioned services for the following costs:

Topographic survey:

24 hours @ $170:	$ 4,080.00
32 hours @ $120:	$ 3,840.00
Subtotal:	**$ 9,680.00**

Coordination:

4 hours @ $120:	$ 480.00
Subtotal:	**$ 480.00**

Total Initial Estimate/Cost: $ 8,400.00

If the above mentioned proposal is agreeable to you, please sign and either FAX or mail this proposal back to us. Again, we appreciate the opportunity to offer survey services to you.

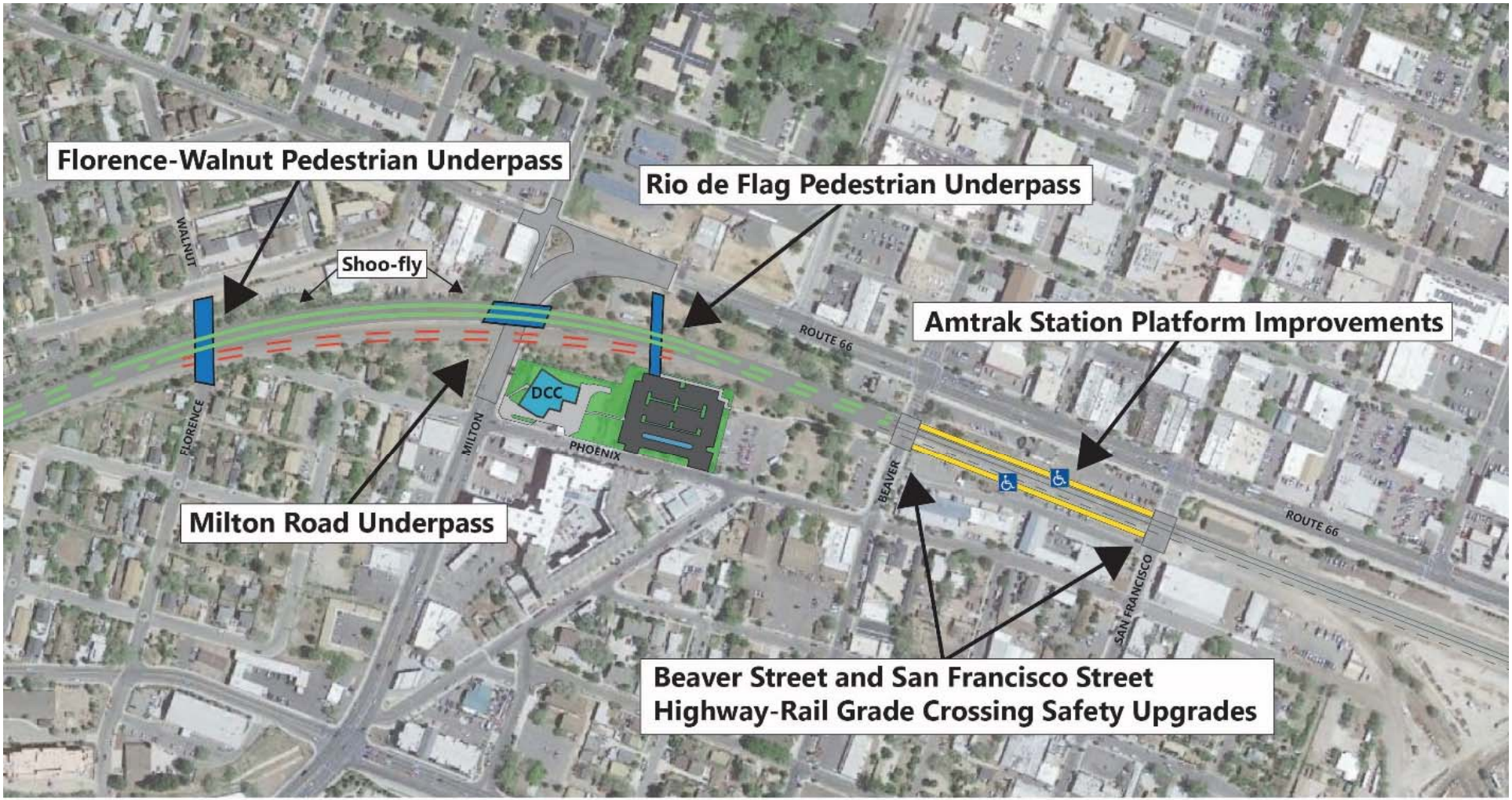
Kenneth A. Krenke
Chief Surveyor

Accepted this _____ day of _____, 2023.

_____
Jason Carlaftas
For WSP USA, Inc.

WPSUSACOFDowntownMileExtra

Downtown Mile Safety and Connectivity Improvements Project Components



CITY OF FLAGSTAFF

BNSF RAILWAY

N

1000 ft

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Co-Submitter:	Anja Wendel
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration and Approval of a Relocation Benefit: Approve payment of claim for a warehouse freezer for Kelly and Liberty Hanson as a result of being displaced by the Lone Tree Overpass Project

STAFF RECOMMENDED ACTION:

Approve claim for funds to purchase a warehouse freezer from Image Concrete LLC, in an amount not to exceed $368,000, with City Attorney to approve final claim form language

Executive Summary:

The City would pay a claim for funds for the purchase, delivery, and assembly of a warehouse freezer, as a relocation benefit being provided to Kelly and Liberty A Hanson ("Hanson"). The Hansons operate an ice storage and distribution company on the parcel APN 104-01-097D on which the City received an order of immediate possession. Federal Regulations CFR 24-301(g)(16)(i)(i) provide for the cost of a substitute item, including installation costs of the replacement site, minus any proceeds from the sale or trade-in of the replaced item. The Hansons have found a new site to maintain business operations on, but it is not feasible to relocate the existing warehouse freezer. The new freezer specifications have been approved by the Hansons as satisfactory to meet their needs.

The City retained its general contractor for the Lone Tree Overpass Project, Ames Construction Company ("Ames"), to acquire property and to help provide relocation benefits to residents and businesses displaced by the project. The determinations of benefits are being conducted pursuant to the standards set forth in the federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 ("the Uniform Relocation Act"). Federal regulations are found in 49 Code of Federal Regulations Part 24.

Consultant Engineering Inc., the relocation contractor working for Ames, conducted an open, competitive search of both new and used freezers and selected the quote that was responsible and responsive, and most advantageous to the City.

The proposed vendor had the most competitive pricing for a freezer that meets the Hanson's needs. City will issue a check to Hansons, who will be responsible for purchase.

Financial Impact:

The City will pay a claim for funds to purchase the warehouse freezer at a cost not to exceed $368,000, to include shipping and installation.

The claim for $368,000 does not include:

- Electrical connections and site prep.

The Lone Tree Overpass Project is funded by a .23% local transaction privilege tax (TPT) approved by the voters. Relocation benefits are being paid for from the project budget. The Lone Tree Overpass Project is currently budgeted in FY2023-2024 in the amount of $30,573,259 in the Transportation Fund, Account Number 047-10-112-3054-6.

Policy Impact:

None.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing 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

- Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

The Lone Tree Overpass has been a planned project for over a decade in the Flagstaff community. The Lone Tree Corridor and Overpass will connect the southern area of town with the Route 66 corridor and provides a option that reduces congestion on other roadway corridors.

In November 2018, the Flagstaff voters approved a ballot measure to fund the Overpass (Proposition 420) and a separate ballot measure to fund the Corridor Improvements (Proposition 419). Both propositions passed.

On February 2, 2021, City Council awarded a Design-Build Services Agreement for Phase I of the project development to Ames Construction. As part of the contract, Ames is to assist with providing relocation benefits for displaced persons.

On July 6, 2021, Council passed Ordinance No. 2021-15, authorizing acquisition of real property for the

Project.

On October 5, 2021 the City Council adopted Resolution No. 2021-45 delegating authority to Ames to approve Determination of Benefits for relocations under the Uniform Relocation Act, for the LTO Project. Per the resolution, any contract exceeding $50,000 is to be presented to Council for consideration.

Options and Alternatives:

1. Approve contract for purchase of the warehouse freezer. This action will help expedite establishment of the Hanson's business on their new site and help enable the LTO Project to proceed.
2. Do not approve contract for purchase of warehouse freezer, and direct staff to delay purchase or take other action.

Key Considerations:

The City has already started construction of the LTO Project and needs to relocate the Hanson business out of the path of the project. The City has agreed to provide relocation benefits to the Hansons, and one of the benefits consists of a new warehouse freezer. The Hansons have agreed to accept the new warehouse freezer as part of those benefits.

Community Involvement:

The Lone Tree Overpass will provide a new roadway corridor and bridge over the BNSF Railway.

Expanded Options and Alternatives:

The community was consulted extensively in development of both the Overpass concept study and the Corridor Study in the late 2000s. The City conducted public outreach to inform the public about Proposition 419 and 420. The Flagstaff voters approved these propositions. At City Council meetings in 2021, 2022, and 2023 the project design has been discussed and/or presented. As part of its contract, Ames is required to conduct public participation meetings, neighborhood outreach, development of a website to provide information, project renderings to improve understanding of the proposed project elements, and general public coordination throughout the design and construction of the project

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Attachments: Relocation Claim and Bids

City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

RIGHT OF WAY ACQUISITION SECTION
RELOCATION ENTITLEMENT

CLAIM FORM

City of Flagstaff
Accounting:

Agency: Consutant Engineering, Inc.
Agent: Chris Childers
Cell Phone: 602-702-8770
Email: cchilders@CEI-AZ.com

Submitted Date: 10/27/2023
Report Date:

Close of Escrow Date:
Vacate Date:
Mobile Home Acq. Payment. (Paid to Owner) Date:

Project: Lone Tree Overpass
Project #: 03-19004
Parcel #: LT-06 R1

Type of Occupant(s) & Property

☑ Owner Occupant ☐ Owner Non Occ ☐ Tenant ☐ Tenant Non Occupant
☑ Business ☐ Residential ☐ House ☐ Subsequent Occupant
☐ Apt/Condo ☐ Storage Lot Unit ☐ Mobile Home ☐ Recreational Vehicle

DISPLACEE(S) NAME: Kelly J Hanson and Liberty Hanson
Telephone: 928-853-1839
Displacement Address: 510 E Brannen Avenue
Cell Phone:
City: Flagstaff, Arizona
Zip Code: 86001
Replacement Address: TBD
City: , Arizona
Zip Code: N/A

PAYEE(S) NAME: Kelly Hanson
Telephone: 928-853-1839
Replacement Escrow #:
Date W-9 Sent to Oper. 7/14/23
Payee Address: 580 E.Flat Rock Ridge
Wiring Instructions:
City, State: Flagstaff, AZ
Zip Code: 86001

☐ RUSH PAYMENT. REQUIRED BY:
☐ ASSIGNMENT OF PAYMENT.
☑ MAIL PAYMENT
☐ WIRE PAYMENT
☐ WIRING INSTRUCTIONS ATTACHED

TYPE OF PAYMENT AND AMOUNT REQUESTED BY PAYEE:
OBJECT CODE 8191

PMT NUM	PAYMENT TYPE	SUB OBJ	TOTAL INDV CLAIM AMT	PRIOR CLAIM(S)	AMOUNT(S) REMAINING	REQUEST PAYMENT(S)	TOTAL CLAIM(S) PAID (INCL REQ)
7	MV EXP BU	41	$368,000.00	$0.00	$368,000.00	$184,000.00	$184,000.00

TOTAL REQUESTED PAYMENT TO PAYEE(S) **$184,000.00**

DISPLACEE(S) STATEMENT Parcel: LT-06 R1

I/We, as (an) eligible displacee(s). Do hereby request of the City of Flagstaff, payment of entitlement(s) as stated above.

I/We, acknowledge that all provisions regarding the type and manner of payment(s) have been fully explained. I/We also understand in order to receive any compensation for benefits. I/we do certify that I/we are lawfully present in the United States. I/We have fulfilled all conditions required of me/us in order to be eligible for payment(s). I/We have not submitted any other claim for, or received payment of any compensation for benefit(s) claimed herein.

I/We request that payment No(s) _____ be assigned to _____

for the purpose of _____

Displacee Signature: X _____ Date: 10-31-2023
or Authorized Party

Displacee Signature: _____ Date: _____
or Authorized Party

Displacee(s) Signature(s) Verified By: Chris Childers Date: 10/31/2023
Right of Way Agent or Notary Public

RIGHT OF WAY CERTIFICATION:

I hereby certify that I have examined the substantiating documentation and the information contained herein, and have found this claim for payment to be true and correct to the best of my knowledge. I also certify that all supporting documentation, and determination of entitlements are located in the relocation displacee file. I further certify that I have no direct or indirect, present or contemplated future personal interest in the payment of this claim, nor will I benefit in any manner from the consummation of this matter.

By: Chris Childers / Consultant Engineering, Inc. Chris Childers Date: 10/31/2023

Right of Way Agent Comments:

Claim #7 is for the cost if Substitute Personal Property based on Federal Regulations CFR 24-301(g)(16)(i) (i) The cost of the substitute item, including installation costs of the replacement site, minus any proceeds from the sale or trade-in of the replaced item; Two estimates were obtained. A bid for $370,000.00 from KPS which includes delivery, the freezer and installation. The second bid is $368,000.00 was provided by Image Concrete, LLC. The lower of the two bids is acceptable. Bids do not include electrical connections and lighting within the freezer. Both bids have been attached for review. Payment request is for half of the total amount needed for the cooler, $184,000 with balance to be requested when freezer is received.

APPROVALS:

Reviewer: Chris Childers Date: 10/31/2023
Signature

Ames Right of Way Coordinator Todd M. Belzner Date: 11/1/2023 $
Signature

City of Flagstaff Acquisition Manager: _____ Date: _____ _____
Signature Amount

IMAGE CONCETE LLC

PO BOX 3483 FLAGSTAFF AZ, 86003
(928)853-1839 ROC#302640

Date: 9/21/2023

Contact: Kelly Hanson 928-853-1839
kellyiceman@yahoo.com

Property Location: Flag Ice
Flagstaff, AZ 86001

Subject: Provide and install the following
Warehouse Freezer - -10°F - Indoor
Dimensions
External: 36' x 36' x 10'
Internal: 35'-2" x 35'-2" x 10'
Walls
5" POLYISOCYANURATE INSULATION R-38.75 FOR 5'' PANEL
Usda White metal 26GA - Interior
Usda white metal 26GA - Exterior
Floor Attachment: 1.5x2.5 18GA Continuous Angle Screed
Ceilings
5" Insulframe Construction
white metal 26GA - Interior
white metal 26GA - Exterior
Attachment Type: Lag Down
Components
-
(1) Empty Opening of 8'W x 10' H
New manual sliding freezer door with exterior jambs,door cap trim, and strip curtain.
-

Qty. 2 - 10.0 Nominal HP Low Temp Pre-Assembled Outdoor Condensing Unit
*** High Efficiency SCROLL Compressor**
*** 46,550 BTUH "SYSTEM CAPACITY" @ 95 Ambient +5 SST @ 10 Deg. TD R448A / R449A @ 7000 Feet**
*** Pre-Installed Low Ambient Flooded Head Pressure Control Valve**
*** Larger electrical panel with hinged/removable door**
*** Crankcase Heater**
*** Control Circuit Fuses**
*** Pumpdown Toggle Switch**
*** Liquid Injection for Low Temp Scroll Compressors**
*** Vertical refrigerant liquid receiver with isolation valve**

IMAGE CONCETE LLC

PO BOX 3483 FLAGSTAFF AZ, 86003
(928)853-1839 ROC#302640

*** Dual Pressure (auto reset) controls with flexible ReFFlex hoses**
*** UL, CUL and Department of Energy Compliant (DOE)**
*** ELECTRICAL REQUIREMENTS 208-230/60/3, THREE PHASE, Minimum Circuit Amps = 50.1 Amp,**
Maximum Breaker = 90 Amp

Qty. 2 - 9.0 - 10.0 HP 4 Year Extended Scroll Compressor Warranty

Qty. 2 - Medium Profile (Refrigerant Type: 448a) Electric Defrost Unit Cooler with Three (3) Dual Speed EC Fan Motor(s) for High Efficiency

All installation equipment needed will be provided by IMAGE CONCRETE LLC

Cost: $368,000.00

QTECH
HEATING
& COOLING, LLC
ROC #283440
Phone: (928) 527-4200
Fax: (928) 527-6854

Date: 9/21/2023

Contact: Kelly Hanson 928-853-1839 kellyiceman@yahoo.com

Property Location: Flag Ice
Flagstaff, AZ 86001

Subject: Provide and install the following
KPS Global
Warehouse Freezer - -10°F - Indoor, Non-NSF
Dimensions
External: 36' x 36' x 16'
Internal: 35'-2" x 35'-2" x 15'-7"
Walls
5" Insulframe Construction
ALZN Natural Stucco Embossed 26GA - Mesa - Interior
ALZN Natural Stucco Embossed 26GA - Mesa - Exterior
Floor Attachment: 1.5x2.5 18GA Continuous Angle Screed
Ceilings
5" Insulframe Construction
ALZN Natural Stucco Embossed 26GA - Interior
ALZN Natural Stucco Embossed 26GA - Exterior
Attachment Type: Lag Down
Components
-
(1) Empty Opening of 8' x 8'
-
Kason 1847 High-Flow Heated Pressure Relief Port 4"-12" Wall Rectangle White Hood
120VAC

One (1) Bradley Model 300 Freezer
Interior use only
Size: 96" wide x 96" high
PVC coated laterally stiff 2-ply fabric – Standard color Grey
Side columns are anodized aluminum with full height weather seal
Heat trace cables in side columns
UL approved NEMA 4 control panel – 460v
Soft start, soft stop inverter driven safe drive with chain hoist override
Door Speed of up to 96"/sec. open
Actuators: Two (2) thru beam photo eyes

QTECH
HEATING
& COOLING, LLC
ROC #283440
Phone: (928) 527-4200
Fax: (928) 527-6854

(2) sets of through-beam photo eyes, Wireless reversing edge
Freezer Air Curtain
2 speed motor function
Heat On/Off
Adjustable fan time delay
Adjustable heat time delay

Refrigeration Sizing Based on the Following:
*** 7,000Ft Elevation**
*** 0 (zero) Deg F. Freezer Temp**
*** 90 Deg F Warehouse Temp / Entering Air Temp When the Door is Opened**
*** Heavy Morning Traffic / Door Remains Closed Thereafter**
*** Product is at Room Temperature When Loaded into the Freezer**
*** High Speed Bradley Model 300 Freezer Door is in Use with Photo Eye Door Openings and Closings**

Qty. 2 - RFOS10L4SEA 10.0 Nominal HP Russell Low Temp Pre-Assembled Outdoor Condensing Unit
*** High Efficiency Copeland SCROLL Compressor Model ZS34K5E**
*** 45,480 BTUH "SYSTEM CAPACITY" @ 90 Ambient -10 SST @ 10 Deg. TD R448A / R449A @ 7000 Feet Elevation**
*** High Efficiency Condenser with Enhanced Copper Tubes/Aluminum Fins**
*** Base mounted shut-off valves placed external to the cabinet for easy access**
*** Phase Loss Monitor, Anti-Short Cyle Timer, Current Sensing Relay**
*** Pre-Installed Liquid Line Filter Drier, Sight Glass, Suction Filter and Suction Accumulator**
*** Defrost Kit # DMA24**
*** Suction Line Filter and Suction Accumulator**
*** Pre-Installed Low Ambient Flooded Head Pressure Control Valve**
*** Larger electrical panel with hinged/removable door**
*** Crankcase Heater**
*** Control Circuit Fuses**
*** Pumpdown Toggle Switch**
*** Liquid Injection for Low Temp Scroll Compressors**
*** Vertical refrigerant liquid receiver with isolation valve**
*** Dual Pressure (auto reset) controls with flexible ReFFlex hoses**
*** UL, CUL and Department of Energy Compliant (DOE)**
*** ELECTRICAL REQUIREMENTS 208-230/60/3, THREE PHASE, Minimum Circuit Amps = 50.1 Amp, Maximum Breaker = 90 Amp __ MAKE SURE THIS IS THE UNIT PHASE YOU WANT BEFORE ORDERING THIS UNIT**

QTECH
HEATING
& COOLING, LLC
ROC #283440
Phone: (928) 527-4200
Fax: (928) 527-6854

Qty. 2 - 9.0 - 10.0 HP 4 Year Extended Scroll Compressor Warranty

Qty. 2 - RM6E469EDA_EcoNet Russell Medium Profile (Refrigerant Type: 448a) Electric Defrost Unit Cooler with Three (3) Dual Speed EC Fan Motor(s) for High Efficiency

*** 53,600 BTUH @ -20 SST & 10 Deg. TD**
*** EcoNet Enabled Controller Package that includes an EEV, suction pressure transducer, suction & entering air thermistors, local on-board LCD display and push button adjustments**
*** Heavy Guage Textured Aluminum Cabinet**
*** Sweat Refrigerant Connections**
*** Hinged Drain Pan**
*** Epoxy Coated Heavy Gauge Wire Fan Guards**
*** UL, cUL and Department of Energy Compliant (DOE)**
*** ELECTRICAL REQUIREMENT 208-230/3/60_ 33.5 Amps**

Walk-In equipment is subject to change

Qty. 1 - EcoNet Command Center

All installation equipment needed will be provided by Qtech

Cost: $370,000.00

Warranty for product is per manufacture specifications. A (1) year warranty on workmanship performed by Q Tech Heating & Cooling, LLC.

Extra Charges may include (Q Tech Heating & Cooling, LLC will request approval before any additional work is done):

1. Any unforeseen problems
2. Preexisting conditions

The aforementioned work will be performed during normal working hours. Any alterations not specifically outlined in this proposal will be made on a separate written order, and is subject to approval. Once authorized, it will become an extra charge over and above the original proposal.

Exclusions: Post and beam installation by others. Electrical circuits by others. Insulated and separated slab by others. The material listed above will be delivered and stored at the job site as close to the installation date as possible.

**** * A 4% processing fee will be added for all credit card payments. * ****

QTECH
HEATING
& COOLING, LLC
ROC #283440
Phone: (928) 527-4200
Fax: (928) 527-6854

This quotation is good for 30 days.

_____ _____

Authorized Signature **Date**

Please sign and return by fax or email to serve as authorization to proceed if proposal is acceptable. Fax 928-527-6854 **qtech2013@gmail.com**

8. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Co-Submitter:	Anja Wendel
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration and Approval of Purchase Agreement: ZH Holdings Butler, LLC for exchange of real property of substantially equal value and purchase of property in the amount of $31,952.00 for the Lone Tree Overpass Project.

STAFF RECOMMENDED ACTION:

Approve the Purchase Agreement with ZH Holdings Butler, LLC for the exchange of real property of substantially equal value and for purchase of property in the amount of $31,952.00 for the Lone Tree Overpass Project; and authorize the City Manager to execute the necessary documents

Executive Summary:

On February 20, 2024 the City Council adopted an ordinance authorizing the exchange of real property of substantially equal value and purchase of property needed for the Lone Tree Overpass. The ordinance calls for City Council approval of the form of purchase agreement.

Per the ordinance and purchase agreement, City remnant parcels originally acquired for the Lone Tree Overpass Project will be exchanged for real property interests needed for the same Project from ZH HOLDINGS BUTLER LLC ("ZH Holdings"). The exchange provides the following benefits to the City:

1. Disposes of remnant land no longer needed by City
2. Offsets the cost to acquire real property interests from ZH Holdings
3. Returns remnant land back to tax base

The remnant properties were evaluated by the Housing Section as per Resolution 2022-52,and it was determined that the remnants are too small to be utilized as stand alone parcels for affordable housing. Additionally, City staff attending an internal property and development team meeting, representing multiple City divisions, did not identify any opposition to the exchange. At this meeting staff determined that City policy calls for preserving an existing public alley in this area. This public alley is not part of the exchange.

City Council is also being asked to consider approval of a Purchase Agreement, which includes terms and conditions of the exchange. The Purchase Agreement will be attached to this staff report prior to the February 20, 2024 public meeting.

Financial Impact:

The areas to be exchanged have been valued at an equal price per square foot. The appraised value on the ZH Holdings parcels, inclusive of a temporary work easement is $198,963.00. The value of the City land remnant parcels is $167,011.00. The remaining just compensation to be paid for the property interests is $31,952.00, based on the appraised value. The acquisition of the remaining portion will be funded by the Lone Tree Overpass Project Capital Improvements (Account No. 047-10-112-3054-6-4421)

Policy Impact:

None.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing 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

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

On July 6, 2021, Council approved Ordinance 2021-15 authorizing acquisition of this property, including others for the Lone Tree Overpass Project.

Options and Alternatives:

1. Retain City remnant parcels, and pay full appraised value for real property interests needed from ZH Holdings.
2. Dispose or use City remnant parcels at a later date.

Background and History:

The initial 2010 Lone Tree Overpass study identified the entirety of the parcels owned by ZH Holdings as full acquisitions. As design efforts progressed, the acquisition has been reduced considerably to the final 6,816 square feet.

Expanded Options and Alternatives:

The City has published a notice of intent to exchange property of substantially equal value, pursuant to A.R.S. Section 9-407.

Attachments: Purchase Agreement
Ord. 2024-04
Ordinance Exhibits A-E
Ordinance Exhibit F

PURCHASE AGREEMENT

Title Company Pioneer Title Agency
Address 100 North Elden Street
City Flagstaff Arizona
Escrow Officer Cabrina Zweifel
Escrow No. 70517100-005-CWW

Date
(**to be completed by Title Company, if applicable)**
Zip Code 86001
Phone 928-779-6523
Email Cabrina.Zweifel@ptaaz.com

Grantor ZH Holdings Butler, LLC, an Arizona limited liability company
Mailing Address 3325 North Antler Xing, Flagstaff, AZ 86001
Phone 510-331-3380 Email david@squarepegaz.com

Grantee: CITY OF FLAGSTAFF (the "City")
Mailing Address: 211 West Aspen, Flagstaff, AZ 86001

The CITY shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees	
Title Policy Fees	
TOTAL ESCROW & TITLE FEES	$0.00
Recording Fees	
Deed	
Easement	
Release	
TOTAL RECORDING FEES	$0.00
Other Charges	
Release Fees	
Title Report Fee	
Prorated Taxes/Dates	
TOTAL OTHER CHARGES	$0.00
Subtotal Fees	$0.00
Title Report Credit (-)	
Total Closing Costs	**$0.00**
Land*	$197,664.00
TCE	$ 1,299.00
COF Land Exchange	$(167,011.00)
Total Purchase Price	$ 31,952.00
TOTAL WARRANT**	**$0.00**

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

☐ Total Acquisition of Grantor's Property: Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

☒ Partial Acquisition of Grantor's Property: Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of the City, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within City's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

☐ Easement(s): Consent to permanent easement(s) by secured party(ies).

☐ Other Disbursements:

☐ Security Deposits and Prepaid Rents, if Applicable: Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

****

Possession Date: Close of escrow/date of recording.

Special Conditions Right of Way Contract Yes ☐ No ☒
Entry Agreement*** Yes ☐ No ☒
***** If yes, City shall pay statutory interest on the "Total Purchase Price" from _____ to the close of escrow/date of recording directly to Grantor by separate warrant.**

☒ Special Instructions/Information: City of Flagstaff to Exchange 5,759 sq.ft. of property (Attached Exhibits D & E) that has an estimated value of $167,011.00, based on the unit value of the adjoining parcel.

***Title policy fees based on this amount only.**
****Sum of "Total Closing Costs" and "Total Purchase Price" only**.

THE GRANTOR, having executed a conveyance of hereof and all property rights to the GRANTEE in a certain conveyance dated _____ described in Exhibits A, B and C attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the CITY OF FLAGSTAFF; title to said property to pass upon the acceptance of delivery and possession by the CITY OF FLAGSTAFF.

PROJECT: Lone Tree Overpass PROJECT NUMBER.: 03-19004 APN: 104-01-017A & 018 PARCE: LT-02

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees or charges to be paid to the homeowner's association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

The escrow agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

The Grantor is to notify the City of Flagstaff of the date Grantor intends to vacate the subject property.

The City will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the City of Flagstaff and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the City of Flagstaff and the final filing and recording of the documents.

The Escrow Agent is to request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

The City of Flagstaff will be furnished a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the City of Flagstaff"

The City is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

GRANTOR SUBSURFACE IMPROVEMENT TOWNMENT

1. I ☐am ☒am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the area of acquisition. If aware of such improvements, please provide any information that may assist in locating same.
2. Well(s) ☐Yes ☒No Well Registration No(s): 55-_____
3. Irrigation Water Rights ☐Yes ☒No **IGR Number**: 58-_____
4. Well is located ☐ within the acquisition area, ☐ outside the acquisition area.
5.

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to process and record the transfer of the well or irrigation water rights located within the acquisition area to the County.

☒ Yes ☐ No Addendum attached hereto and made part hereof.

☐ Notice of Pending Sale pursuant to A.R.S 33-1806.

GRANTOR: ZH Holding Butler, LLC, an Arizona limited liability company

By: _____
David Hayward, As It's Manager Date

_____
Print Date

Accepted _____ Date _____
ESCROW OFFICER

Grantee: City of Flagstaff, an Arizona municipal corporation

_____

Addendum to the Purchase Agreement

Between
City of Flagstaff
And
Z H Holding Butler, LLC

1. Z H Holding Butler, LLC agrees to sell to the City of Flagstaff, 6,816 square feet of fee simple land in the amount of $197,664.00 and a 448 square foot Temporary Construction Easement in the amount $1,299.00 for a term of one year. (as shown on exhibit A & B)

2. As part of this Agreement, The City of Flagstaff agrees to exchange to Z H Holding Butler, LLC 5,759 square feet of fee simple land in the amount of $167,011.00 (value was established base on the unit value of the adjoining parcel, $29.00/s.f.). See attached Exhibits C & D.

Fee Acq Area. - 104-01-017A & 018	Exhibits A and B	6,816 sqft	$197,664.00
TCE – Acq Area - 104-01-017A	Exhibit C	448 sqft	$ 1,299.00
Fee ExchangeArea - 104-01-019 & 020D	Exhibits D and E	5,759 sqft	- <$167,011.00>
Total to be paid to Z H Holdings			$ 31,952.00

3. The escrow agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto.

4. The City will pay all typical escrow service fees and or title insurance.

5. It is further understood and agreed that this TCE shall commence upon written notice from Grantee or its general contractor of the start of construction and shall terminate 30 days after City of Flagstaff's final acceptance of the Project improvements and restoration of the disturbed area within the easement or one year from construction, whichever occurs first. Subject to Grantor's agreement not to be unreasonably withheld, Grantee reserves the right to extend the term of this easement for up to one additional year to complete construction and/or warranty work. If the easement needs to be extended, the Grantee shall pay a monthly amount of $109.00 for each month of the term extension period. Any payment for extension of time of the TCE will be paid outside of escrow.

6. All parties have the authority to enter into this Agreement and have the authority and power to enter into this Agreement to consummate this transaction.

7. This entire Agreement together with any attachments shall supersede any and all other prior written understandings and agreements, either written or oral.

8. All conveyances shall be by special warranty deed.

Northland Exploration Surveys, Inc.

EXHIBIT "A"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lots 8, 9 and 10 Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lots 8, 9 and 10, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 8, Block 24 of the Revised Plat of Brannen Addition, thence N 01° 02' 59" W [Basis of Bearings] along the west line of said Block 24, for a distance of 153.91 feet to the Northwest corner of said Lot 10;

thence N 89° 07' 22" E, along the north line of said Lot 10, for a distance of 56.12 feet to the cusp of non-tangent curve;

thence southwesterly, along a curve to the left, having a central angle of 16° 29' 00" and a radius of 438.00 feet, for a distance of 126.01 feet, the chord of said curve bears S 14° 07' 55" W a distance of 125.57 feet to a point;

thence S 05° 53' 25" W for a distance of 32.83 feet to a point, said point being on the south line of said Lot 8;

thence S 89° 03' 19" W, along the said south line of Lot 8, for a distance of 19.27 feet to the POINT OF BEGINNING;

said parcel of land contains 5,126 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

NES #21-112_FEE_104-01-018

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
03/17/2023
Date Signed .....
ARIZONA, U.S.A.

P.O. BOX 1401 / Flagstaff, Arizona 86002 / (928) 774-5058

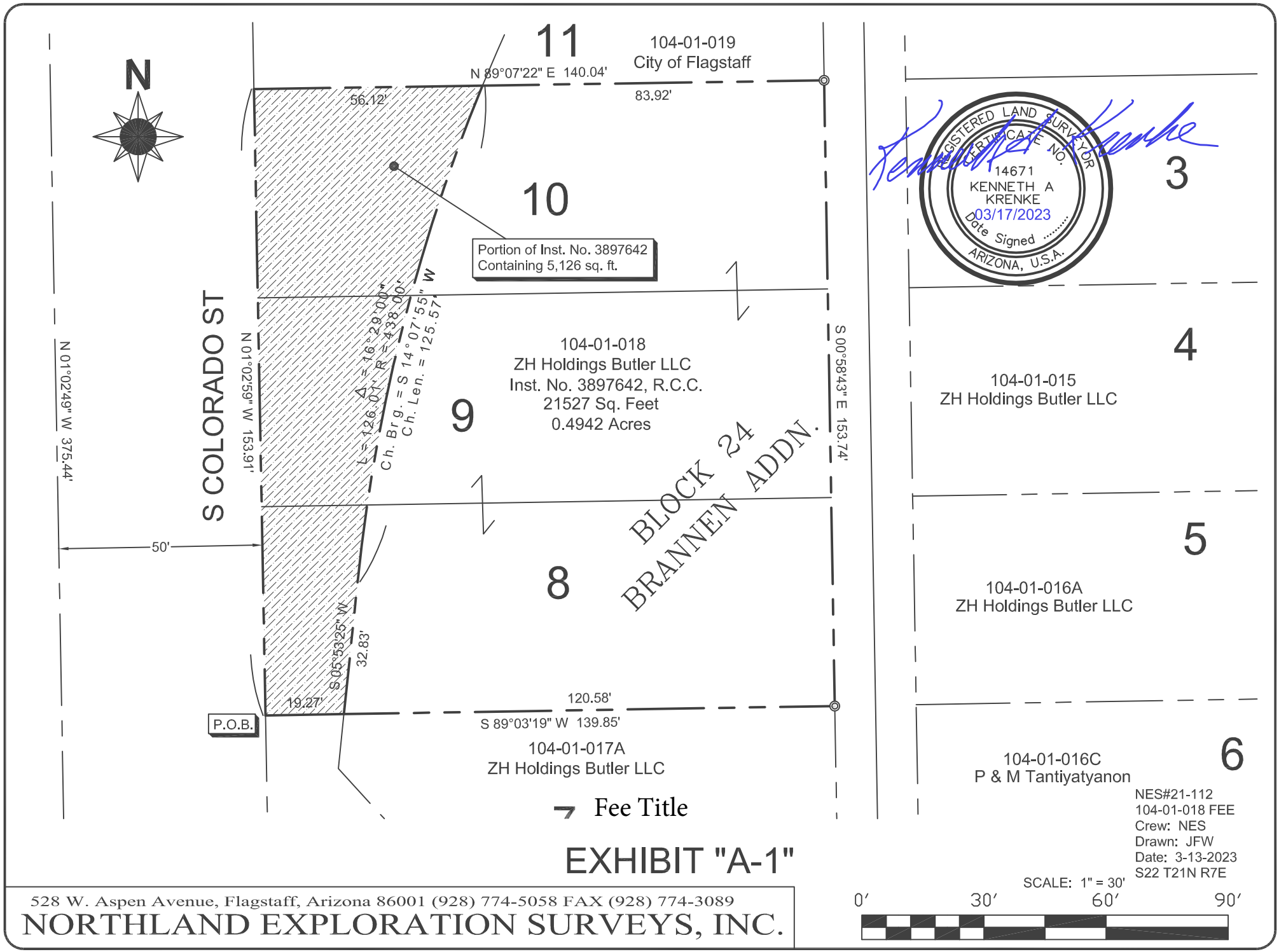


EXHIBIT "A-1"

NES#21-112
104-01-018 FEE
Crew: NES
Drawn: JFW
Date: 3-13-2023
S22 T21N R7E

SCALE: 1" = 30'

0′ 30′ 60′ 90′

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "B"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lot 7, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lot 7, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 7, Block 24 of the Revised Plat of Brannen Addition, thence N 01° 02' 59" W [Basis of Bearings] along the west line of said Lot 7, for a distance of 51.30 feet to the Northwest corner of said Lot 7;

thence N 89° 03' 19" E, along the North line of said Lot 7, for a distance of 19.27 feet to a point;

thence S 05° 53' 25" W for a distance of 13.46 feet to a point;

thence S 42° 32' 42" E for a distance of 41.90 feet to a point;

thence N 89° 01' 11" E for a distance of 36.83 feet to a point of curvature;

thence Southeasterly, along a curve to the right, having a central angle of 13° 56' 17" and a radius of 68.77 feet, for a distance of 16.73 feet, the chord of said curve bears S 84° 00' 41" E a distance of 16.69 feet to a point of tangency;

thence S 77° 02' 32" E for a distance of 4.96 feet to a point of curvature;

thence Southeasterly, along a curve to the left, having a central angle of 2° 01' 25" and a radius of 111.42 feet, for a distance of 3.94 feet, the chord of said curve bears S 78° 03' 14" E a distance of 3.94 feet to a non-tangent point, said point on the north line of that parcel of land described in Docket 1138, Page 871, R.C.C.;

thence S 89° 01' 58" W, along the said north line of Docket 1138, Page 871 R.C.C., for a distance of 86.40 feet to a point, said point being on the east line of that parcel of land described in Docket 979, Page 771, R.C.C.;

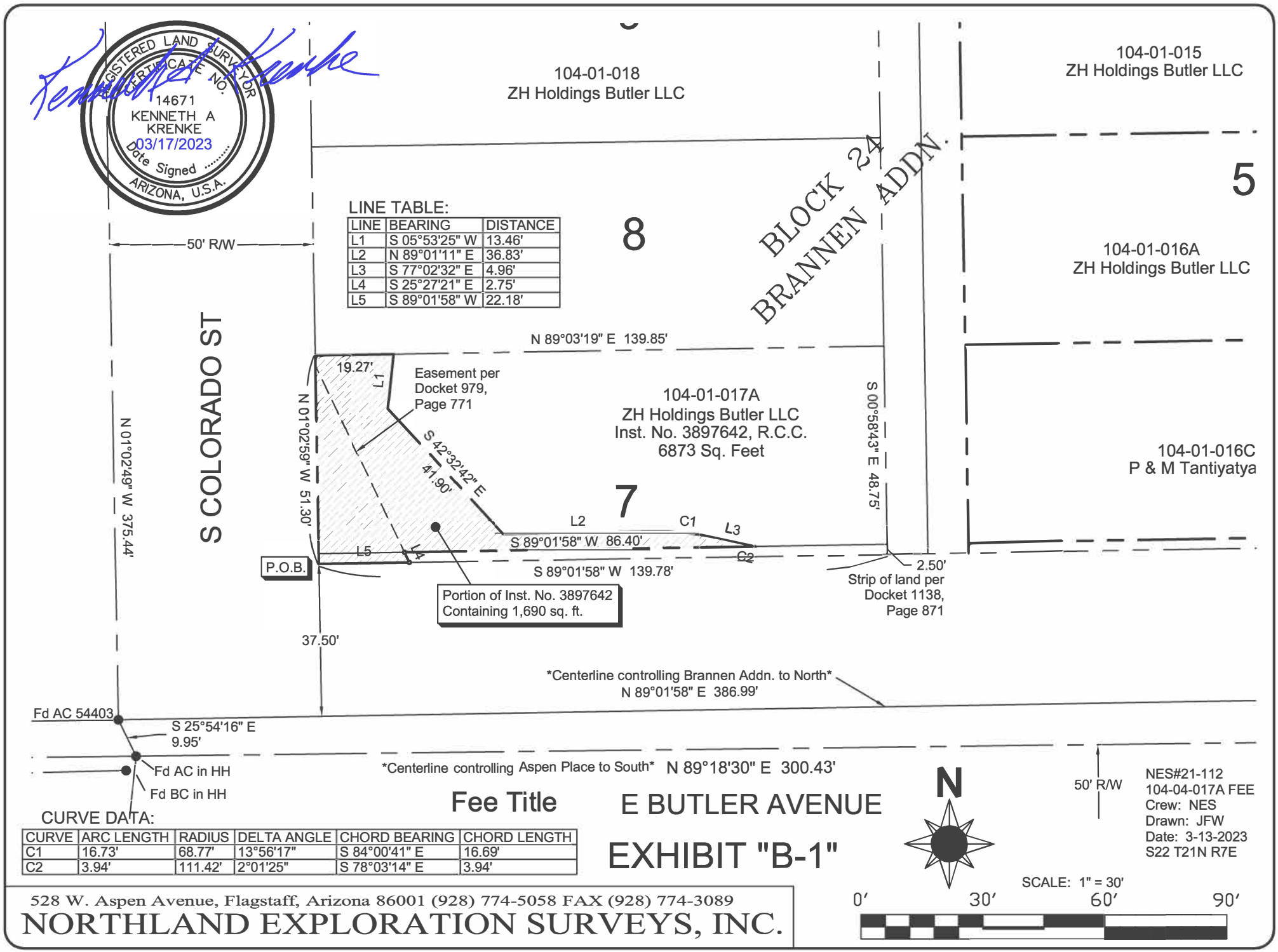
thence S 25° 27' 21" E, along the said east line of Docket 979, Page 771 R.C.C., for a distance of 2.75 feet to a point, said point being on the North Right-of-way line of Butler Avenue as shown on the said Revised plat of Brannen Addition;

thence S 89° 01' 58" W, along the said North Right-of-way line, for a distance of 22.18 feet to the POINT OF BEGINNING;

said parcel of land contains 1,690 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "B-1", which is made a part hereof by this reference.

NES #21-112_FEE_104-01-017A

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
03/17/2023
Date Signed
ARIZONA, U.S.A.



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 05°53'25" W	13.46'
L2	N 89°01'11" E	36.83'
L3	S 77°02'32" E	4.96'
L4	S 25°27'21" E	2.75'
L5	S 89°01'58" W	22.18'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	16.73'	68.77'	13°56'17"	S 84°00'41" E	16.69'
C2	3.94'	111.42'	2°01'25"	S 78°03'14" E	3.94'

Fee Title

E BUTLER AVENUE

EXHIBIT "B-1"

NES#21-112
104-04-017A FEE
Crew: NES
Drawn: JFW
Date: 3-13-2023
S22 T21N R7E

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "C"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lot 7, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lot 7, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the Northeast corner of said Lot 7, Block 24 of the Revised Plat of Brannen Addition, thence S 00° 58' 43" E [Basis of Bearings] along the east line of said Lot 7, for a distance of 28.14 feet to the TRUE POINT OF BEGINNING;

thence continue S 00° 58' 43" E, along the said east line of Lot 7, for a distance of 20.61 feet to a point, said point being the northeast corner of that parcel of land described in Docket 1138, Page 871, R.C.C.;

thence S 89° 01' 58" W, along the north line of said parcel recorded in Docket 1138, Page 871, R.C.C., for a distance of 21.73 feet to a point;

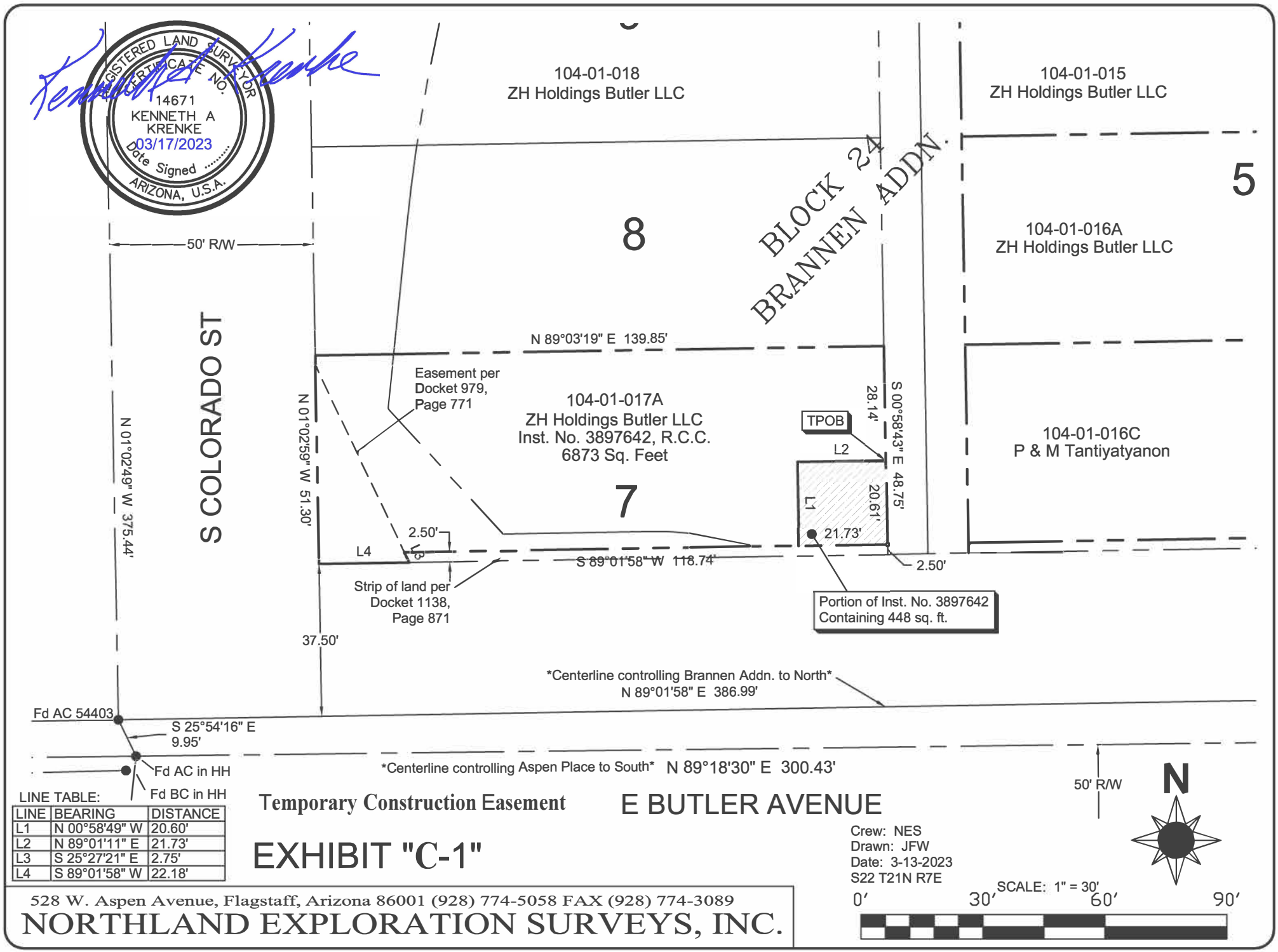
thence N 00° 58' 49" W for a distance of 20.60 feet to a point;

thence N 89° 01' 11" E for a distance of 21.73 feet to the TRUE POINT OF BEGINNING;

said parcel of land contains 448 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "C-1" which is made a part hereof by this reference.

NES #21-112_TCE_104-01-017A





528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "D"

A portion of Inst. No. 3950343, Records of Coconino County, being a portion of Lot 11, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Inst. No. 3950343, Records of Coconino County (R.C.C.) (R1), being a portion of Lot 11 Block 24 of Brannen Addition as recorded in Book 1, Page 42, R.C.C. (R2), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the northeast corner of Lot 12, Block 24 of Brannen Addition (R2), said point being a found 1/2" rebar, thence S 00° 58'43" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of Inst. No. 3922305 (R3), for a distance of 61.50 feet to a point, said point being 10.25 feet southerly of the line common to said Lot 11 and Lot 12 (R2), said point also being on the line common to said Inst. No. 3950343 (R1) and Inst. No. 3922305, R.C.C., said point being the TRUE POINT OF BEGINNING;

thence continue S 00° 58' 43" E, along the east line of said Lot 11 (R2), for a distance of 41.00 feet to a point, said point being the southeast corner of said Lot 11, also being the southeast corner of Inst. No. 3950343 (R1), from which a found cap marked RLS 59307 bears N 87° E for 1.2';

thence S 89° 07' 22" W, along the south line of said Lot 11 (R2), for a distance of 83.92 feet to a non-tangent point of curvature;

thence northeasterly along a curve to the right, having a central angle of 5° 59' 09" and a radius of 438.00 feet, for a distance of 45.76 feet, the chord of said curve bears N 25° 22' 00" E for 45.74 feet to a non-tangent point, said point being on northerly line of said Inst. No. 3950343 (R1);

thence N 89° 08' 42" E, along the said north line (R1), for a distance of 63.62 feet to the POINT OF BEGINNING,

said parcel of land contains 3,044 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "D-1" which is made a part hereof by this reference.

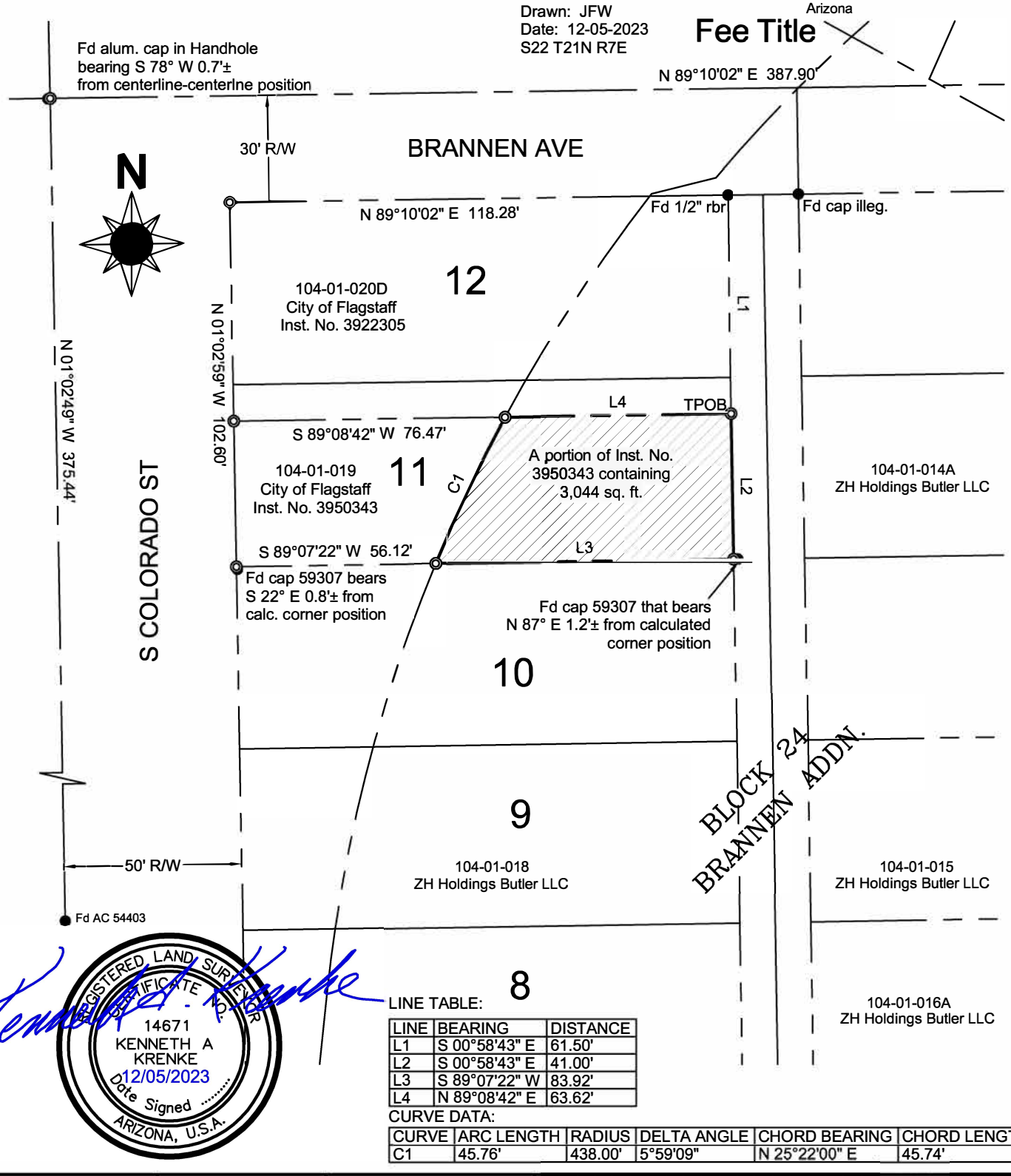


EXHIBIT "D-1"

NES#21-112
104-01-019
Crew: NES
Drawn: JFW
Date: 12-05-2023
S22 T21N R7E

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

Fee Title



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 00°58'43" E	61.50'
L2	S 00°58'43" E	41.00'
L3	S 89°07'22" W	83.92'
L4	N 89°08'42" E	63.62'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	45.76'	438.00'	5°59'09"	N 25°22'00" E	45.74'

Scale: 1" = 40'
Date: 12/05/2023
Job No. 21-112

0' 40' 80' 120'

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "E"

A portion of Inst. No. 3922305, Records of Coconino County, being a portion of Lot 11 and 12, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Inst. No. 3922305, Records of Coconino County (R.C.C.) (R1), being a portion of Lot 11 and Lot 12 of Block 24 of Brannen Addition as recorded in Book 1, Page 42, R.C.C. (R2), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 12, Block 24 of Brannen Addition, said point being a found 1/2" rebar, thence S 00° 58'43" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of said Inst. No. 3922305 (R1), for a distance of 61.50 feet to a point, said point being 10.25 feet southerly of the line common to said Lot 11 and Lot 12 (R2), said point also being on the line common to said Inst. No. 3922305 (R1) and Inst. No. 3950343, R.C.C.;

thence S 89° 08' 42" W, along the said south line of Inst. No. 3922305 (R1), for a distance of 63.62 feet to a non-tangent point of curvature;

thence northeasterly along a curve to the right, having a central angle of 9° 43' 31" and a radius of 438.00 feet, for a distance of 74.35 feet, the chord of said curve bears N 33° 13' 20" E for 74.26 feet to a non-tangent point, said point being on the north line of said Lot 12, also being on the north line of said Inst. No. 3922305 (R1);

thence N 89° 10' 02" E, along the said north line (R1), for a distance of 21.88 feet to the POINT OF BEGINNING,

said parcel of land contains 2,707 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "E-1" which is made a part hereof by this reference.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

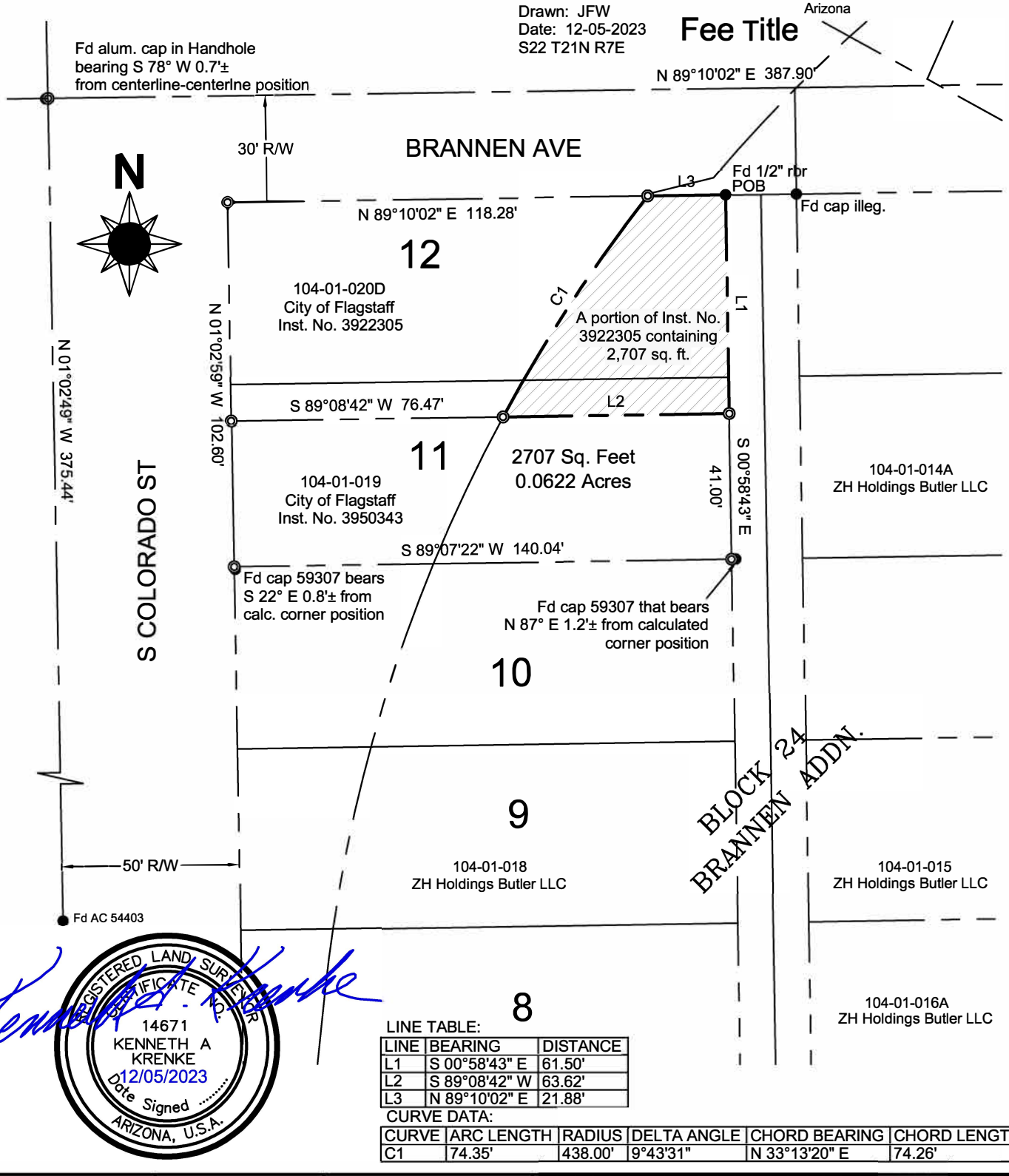
P.O. BOX 1401 / Flagstaff, Arizona 86002 / (928) 774-5058

EXHIBIT "E-1"

NES#21-112
104-01-020D
Crew: NES
Drawn: JFW
Date: 12-05-2023
S22 T21N R7E

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

Fee Title



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 00°58'43" E	61.50'
L2	S 89°08'42" W	63.62'
L3	N 89°10'02" E	21.88'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	74.35'	438.00'	9°43'31"	N 33°13'20" E	74.26'

Scale: 1" = 40' | Date: 12/05/2023 | Job No. 21-112

0' 40' 80' 120'

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE EXCHANGE OF REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE WITH A PROPERTY OWNER, ZH HOLDINGS BUTLER, LLC; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to acquire and exchange real property of substantially equal value, pursuant to the Flagstaff City Charter, Article I, Section 3 and A.R.S. Section 9-407; and

WHEREAS, the City desires to receive property necessary for the Lone Tree Overpass Project in exchange for City property and has published a notice of intent to exchange property.

ENACTMENTS:

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

SECTION 1. In General

The City of Flagstaff hereby authorizes the exchange of properties of substantially equal value, to consist of a City grant of approximately 5,751 square feet of land to ZH Holdings Butler, LLC ("ZH Holdings"), as legally described and depicted in the attached Exhibits D and E in exchange for a ZH Holdings grant of 6,816 square feet of land to the City for the Lone Tree Overpass Project, as legally described and depicted in the attached Exhibits A and B, and a temporary construction easement of approximately 448 square feet, as legally described and depicted in the attached Exhibit C, with the City to pay ZH Holdings an additional sum of $31,952 for the exchange, all pursuant to a separate Purchase Agreement approved by City Council. A map depicting the exchange is attached hereto as Exhibit F.

SECTION 2. Delegation of Authority

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their designees are hereby delegated authority to take all actions necessary and appropriate to complete the transactions approved in this ordinance.

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. 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 20th day of February, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A Legal description and depiction
Exhibit B Legal description and depiction
Exhibit C Legal description and depiction
Exhibit D Legal description and depiction
Exhibit E Legal description and depiction
Exhibit F Map depicting exchange

Exhibits are on file with the Flagstaff City Clerk

Northland Exploration Surveys, Inc.

EXHIBIT "A"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lots 8, 9 and 10 Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lots 8, 9 and 10, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 8, Block 24 of the Revised Plat of Brannen Addition, thence N 01° 02' 59" W [Basis of Bearings] along the west line of said Block 24, for a distance of 153.91 feet to the Northwest corner of said Lot 10;

thence N 89° 07' 22" E, along the north line of said Lot 10, for a distance of 56.12 feet to the cusp of non-tangent curve;

thence southwesterly, along a curve to the left, having a central angle of 16° 29' 00" and a radius of 438.00 feet, for a distance of 126.01 feet, the chord of said curve bears S 14° 07' 55" W a distance of 125.57 feet to a point;

thence S 05° 53' 25" W for a distance of 32.83 feet to a point, said point being on the south line of said Lot 8;

thence S 89° 03' 19" W, along the said south line of Lot 8, for a distance of 19.27 feet to the POINT OF BEGINNING;

said parcel of land contains 5,126 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

NES #21-112_FEE_104-01-018

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
03/17/2023
Date Signed .....
ARIZONA, U.S.A.

P.O. BOX 1401 / Flagstaff, Arizona 86002 / (928) 774-5058

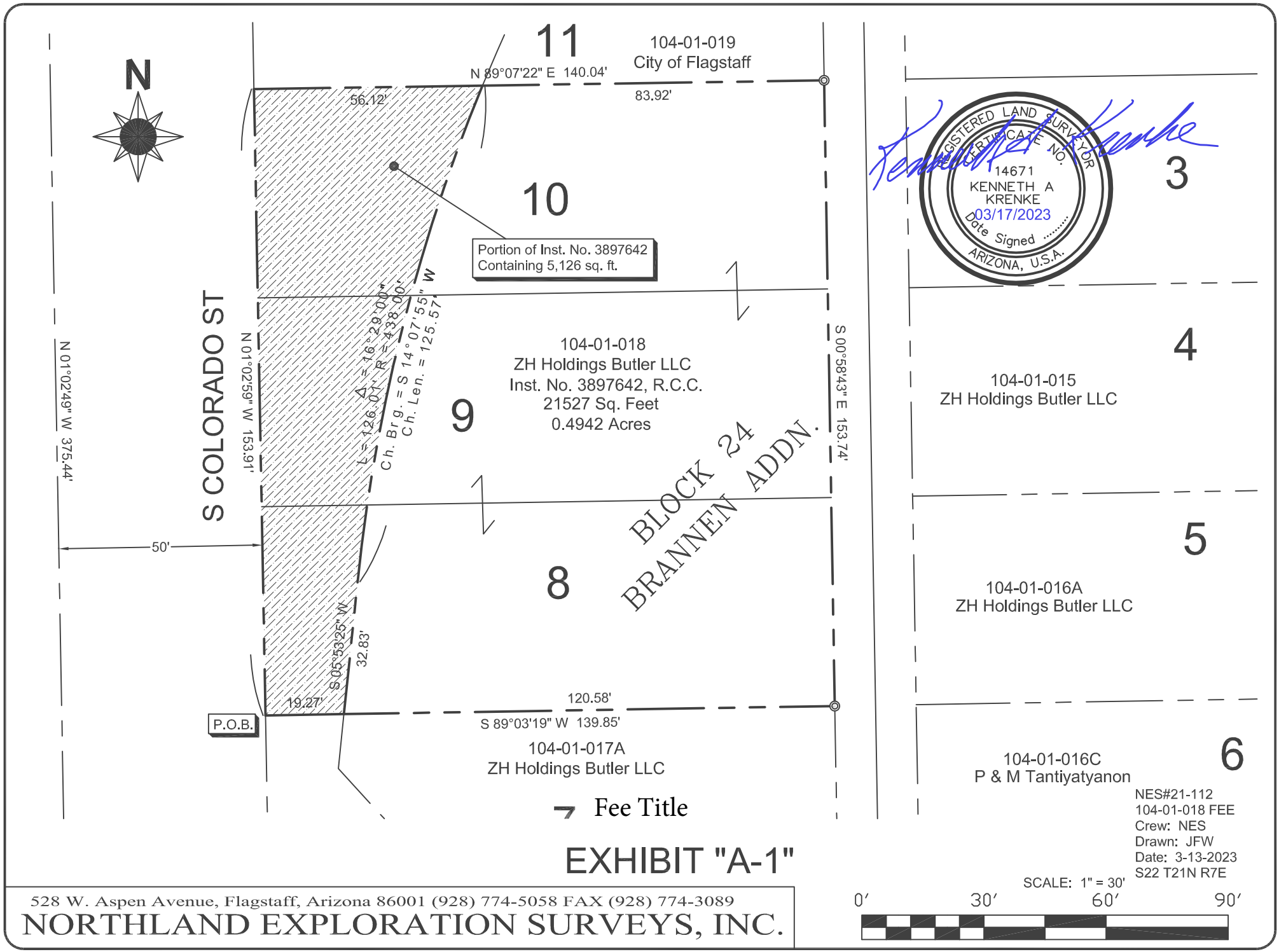


EXHIBIT "A-1"

NES#21-112
104-01-018 FEE
Crew: NES
Drawn: JFW
Date: 3-13-2023
S22 T21N R7E

SCALE: 1" = 30'

0′ 30′ 60′ 90′

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "B"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lot 7, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lot 7, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 7, Block 24 of the Revised Plat of Brannen Addition, thence N 01° 02' 59" W [Basis of Bearings] along the west line of said Lot 7, for a distance of 51.30 feet to the Northwest corner of said Lot 7;

thence N 89° 03' 19" E, along the North line of said Lot 7, for a distance of 19.27 feet to a point;

thence S 05° 53' 25" W for a distance of 13.46 feet to a point;

thence S 42° 32' 42" E for a distance of 41.90 feet to a point;

thence N 89° 01' 11" E for a distance of 36.83 feet to a point of curvature;

thence Southeasterly, along a curve to the right, having a central angle of 13° 56' 17" and a radius of 68.77 feet, for a distance of 16.73 feet, the chord of said curve bears S 84° 00' 41" E a distance of 16.69 feet to a point of tangency;

thence S 77° 02' 32" E for a distance of 4.96 feet to a point of curvature;

thence Southeasterly, along a curve to the left, having a central angle of 2° 01' 25" and a radius of 111.42 feet, for a distance of 3.94 feet, the chord of said curve bears S 78° 03' 14" E a distance of 3.94 feet to a non-tangent point, said point on the north line of that parcel of land described in Docket 1138, Page 871, R.C.C.;

thence S 89° 01' 58" W, along the said north line of Docket 1138, Page 871 R.C.C., for a distance of 86.40 feet to a point, said point being on the east line of that parcel of land described in Docket 979, Page 771, R.C.C.;

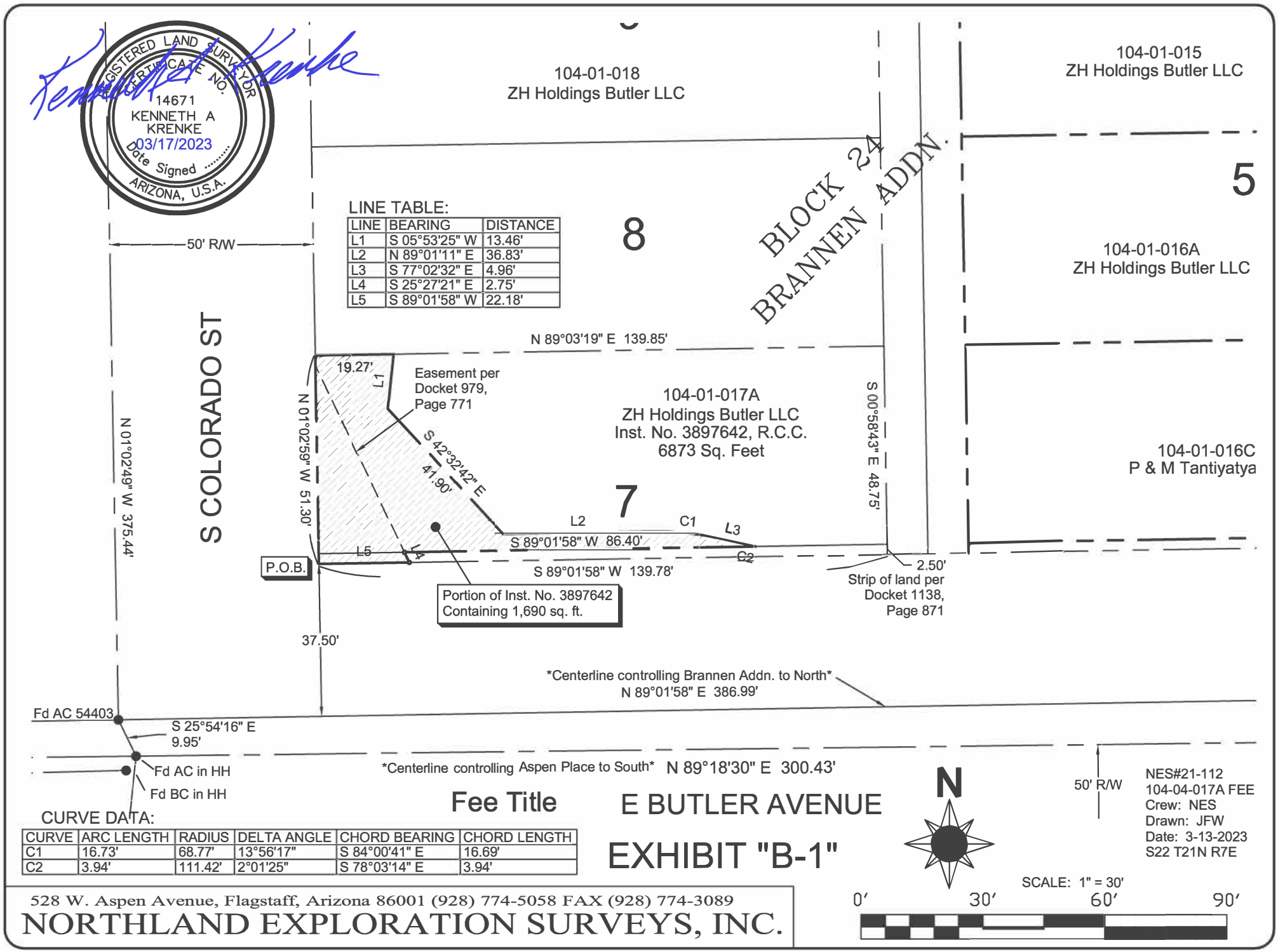
thence S 25° 27' 21" E, along the said east line of Docket 979, Page 771 R.C.C., for a distance of 2.75 feet to a point, said point being on the North Right-of-way line of Butler Avenue as shown on the said Revised plat of Brannen Addition;

thence S 89° 01' 58" W, along the said North Right-of-way line, for a distance of 22.18 feet to the POINT OF BEGINNING;

said parcel of land contains 1,690 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "B-1", which is made a part hereof by this reference.

NES #21-112_FEE_104-01-017A

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
03/17/2023
Date Signed
ARIZONA, U.S.A.



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 05°53'25" W	13.46'
L2	N 89°01'11" E	36.83'
L3	S 77°02'32" E	4.96'
L4	S 25°27'21" E	2.75'
L5	S 89°01'58" W	22.18'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	16.73'	68.77'	13°56'17"	S 84°00'41" E	16.69'
C2	3.94'	111.42'	2°01'25"	S 78°03'14" E	3.94'

Fee Title

E BUTLER AVENUE

EXHIBIT "B-1"

NES#21-112
104-04-017A FEE
Crew: NES
Drawn: JFW
Date: 3-13-2023
S22 T21N R7E

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "C"

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a porton of Lot 7, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Parcel 4 of Inst. No. 3897642, Records of Coconino County, being a portion of Lot 7, Block 24 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the Northeast corner of said Lot 7, Block 24 of the Revised Plat of Brannen Addition, thence S 00° 58' 43" E [Basis of Bearings] along the east line of said Lot 7, for a distance of 28.14 feet to the TRUE POINT OF BEGINNING;

thence continue S 00° 58' 43" E, along the said east line of Lot 7, for a distance of 20.61 feet to a point, said point being the northeast corner of that parcel of land described in Docket 1138, Page 871, R.C.C.;

thence S 89° 01' 58" W, along the north line of said parcel recorded in Docket 1138, Page 871, R.C.C., for a distance of 21.73 feet to a point;

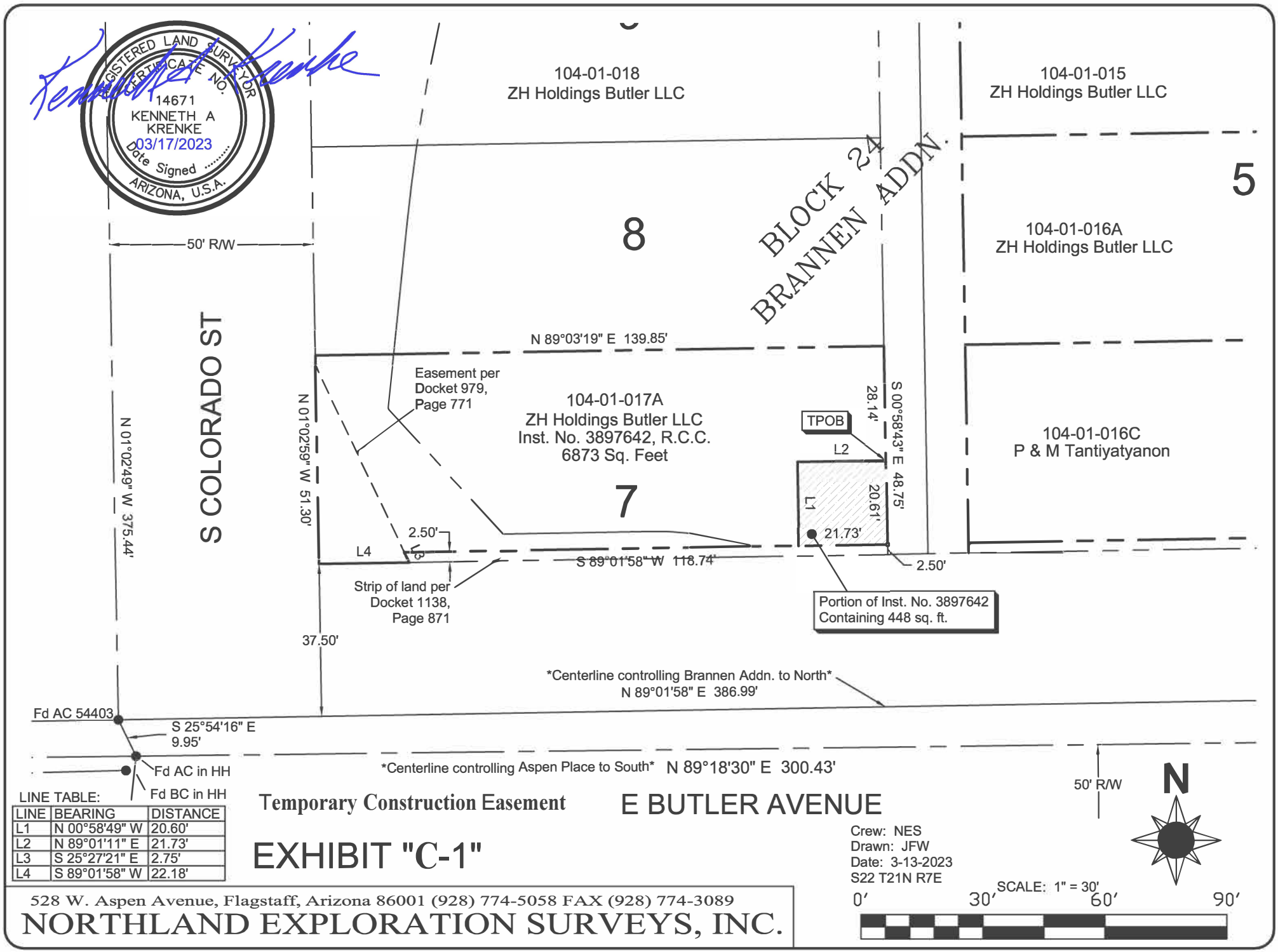
thence N 00° 58' 49" W for a distance of 20.60 feet to a point;

thence N 89° 01' 11" E for a distance of 21.73 feet to the TRUE POINT OF BEGINNING;

said parcel of land contains 448 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "C-1" which is made a part hereof by this reference.

NES #21-112_TCE_104-01-017A





528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058 FAX (928) 774-3089
NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "D"

A portion of Inst. No. 3950343, Records of Coconino County, being a portion of Lot 11, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Inst. No. 3950343, Records of Coconino County (R.C.C.) (R1), being a portion of Lot 11 Block 24 of Brannen Addition as recorded in Book 1, Page 42, R.C.C. (R2), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the northeast corner of Lot 12, Block 24 of Brannen Addition (R2), said point being a found 1/2" rebar, thence S 00° 58'43" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of Inst. No. 3922305 (R3), for a distance of 61.50 feet to a point, said point being 10.25 feet southerly of the line common to said Lot 11 and Lot 12 (R2), said point also being on the line common to said Inst. No. 3950343 (R1) and Inst. No. 3922305, R.C.C., said point being the TRUE POINT OF BEGINNING;

thence continue S 00° 58' 43" E, along the east line of said Lot 11 (R2), for a distance of 41.00 feet to a point, said point being the southeast corner of said Lot 11, also being the southeast corner of Inst. No. 3950343 (R1), from which a found cap marked RLS 59307 bears N 87° E for 1.2';

thence S 89° 07' 22" W, along the south line of said Lot 11 (R2), for a distance of 83.92 feet to a non-tangent point of curvature;

thence northeasterly along a curve to the right, having a central angle of 5° 59' 09" and a radius of 438.00 feet, for a distance of 45.76 feet, the chord of said curve bears N 25° 22' 00" E for 45.74 feet to a non-tangent point, said point being on northerly line of said Inst. No. 3950343 (R1);

thence N 89° 08' 42" E, along the said north line (R1), for a distance of 63.62 feet to the POINT OF BEGINNING,

said parcel of land contains 3,044 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "D-1" which is made a part hereof by this reference.

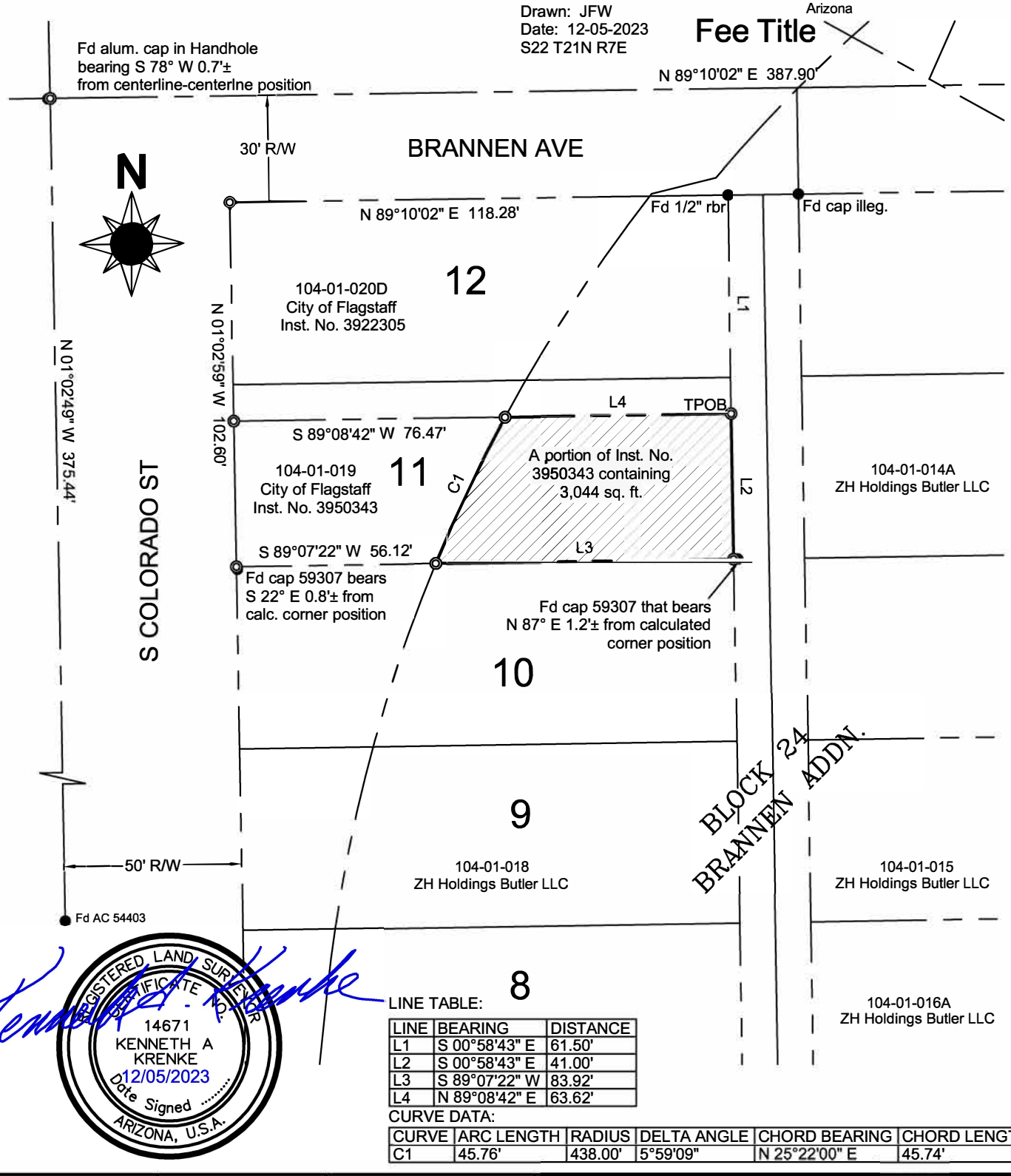


EXHIBIT "D-1"

NES#21-112
104-01-019
Crew: NES
Drawn: JFW
Date: 12-05-2023
S22 T21N R7E

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

Fee Title



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 00°58'43" E	61.50'
L2	S 00°58'43" E	41.00'
L3	S 89°07'22" W	83.92'
L4	N 89°08'42" E	63.62'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	45.76'	438.00'	5°59'09"	N 25°22'00" E	45.74'

Scale: 1" = 40'
Date: 12/05/2023
Job No. 21-112

0' 40' 80' 120'

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

Northland Exploration Surveys, Inc.

EXHIBIT "E"

A portion of Inst. No. 3922305, Records of Coconino County, being a portion of Lot 11 and 12, Revised Plat of Brannen Addition to the City of Flagstaff, as recorded in Book 1, Page 42, R.C.C., situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of Inst. No. 3922305, Records of Coconino County (R.C.C.) (R1), being a portion of Lot 11 and Lot 12 of Block 24 of Brannen Addition as recorded in Book 1, Page 42, R.C.C. (R2), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 12, Block 24 of Brannen Addition, said point being a found 1/2" rebar, thence S 00° 58'43" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of said Inst. No. 3922305 (R1), for a distance of 61.50 feet to a point, said point being 10.25 feet southerly of the line common to said Lot 11 and Lot 12 (R2), said point also being on the line common to said Inst. No. 3922305 (R1) and Inst. No. 3950343, R.C.C.;

thence S 89° 08' 42" W, along the said south line of Inst. No. 3922305 (R1), for a distance of 63.62 feet to a non-tangent point of curvature;

thence northeasterly along a curve to the right, having a central angle of 9° 43' 31" and a radius of 438.00 feet, for a distance of 74.35 feet, the chord of said curve bears N 33° 13' 20" E for 74.26 feet to a non-tangent point, said point being on the north line of said Lot 12, also being on the north line of said Inst. No. 3922305 (R1);

thence N 89° 10' 02" E, along the said north line (R1), for a distance of 21.88 feet to the POINT OF BEGINNING,

said parcel of land contains 2,707 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "E-1" which is made a part hereof by this reference.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

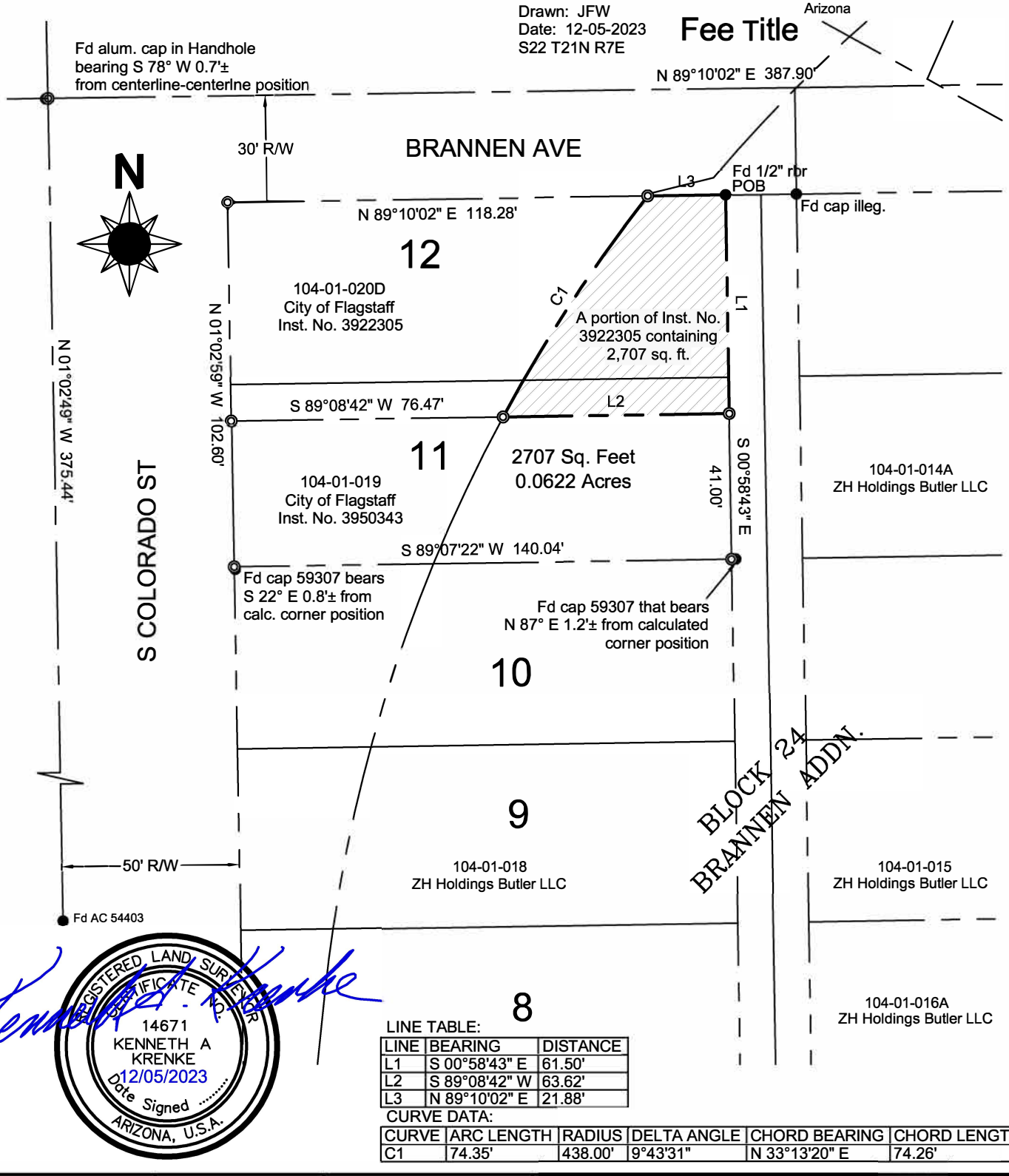
P.O. BOX 1401 / Flagstaff, Arizona 86002 / (928) 774-5058

EXHIBIT "E-1"

NES#21-112
104-01-020D
Crew: NES
Drawn: JFW
Date: 12-05-2023
S22 T21N R7E

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

Fee Title



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
12/05/2023
Date Signed
ARIZONA, U.S.A.

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 00°58'43" E	61.50'
L2	S 89°08'42" W	63.62'
L3	N 89°10'02" E	21.88'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	74.35'	438.00'	9°43'31"	N 33°13'20" E	74.26'

Scale: 1" = 40' | Date: 12/05/2023 | Job No. 21-112

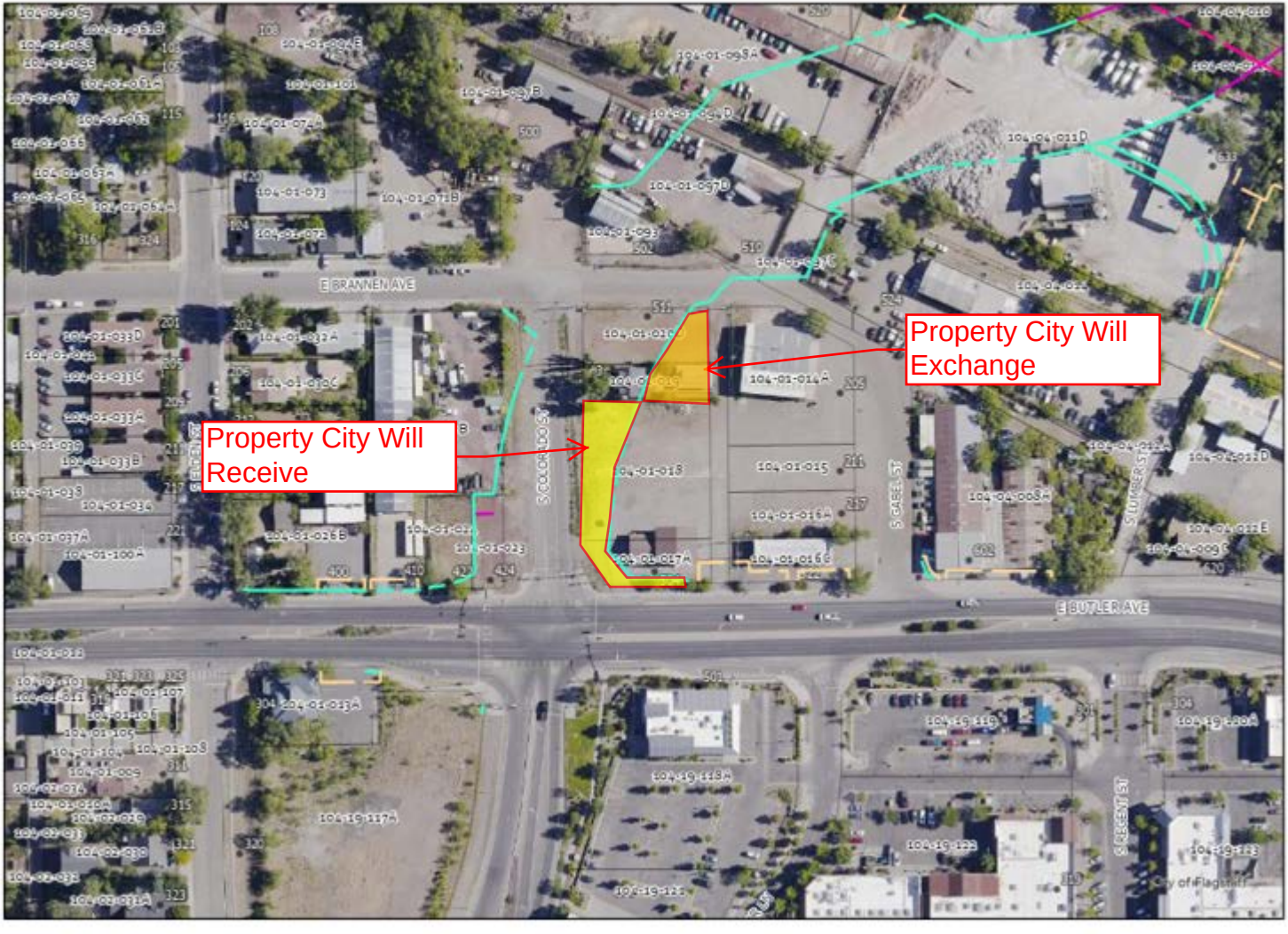
0' 40' 80' 120'

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

Exhibit F

Lone Tree Right of Way limits



9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Co-Submitter:	Anja Wendel
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration of Motion to Reject all Bids: Solicitation to sell a City-owned 12.52 acre parcel located off Silver Saddle Road in Doney Park; discussion and request for direction related to disposal of both the 12.52 acre parcel and a 9.26 acre parcel

STAFF RECOMMENDED ACTION:

1. Reject all bids from the 2022-126 solicitation for sale of a 12.52 acre parcel; and
2. Direct staff to issue an invitation for bids for sale of a 12.52 acre parcel; and
3. Direct staff to issue an invitation for bids for sale of a 9.26 acre parcel.

If desired, direct staff to list properties for sale with a commercial real estate listing agency.

Executive Summary:

The City previously owned 540 acres in Doney Park under the previous airfield known as Koch field. Ordinance No. 1772 declared the lands excess land, all of which was parceled out and sold in the early 1990's except for a 12.52-acre parcel, adjacent to Cromer Elementary School off of Silver Saddle Road (Assessor's Parcel No. 301-08-003F) and a 9.26-acre parcel just north off of Open Sky Road (Assessor Parcel No. 301-08-056).

These parcels were purchased as assets by the City's self-insured trust in part to fund environmental remediation on the 9.26-acre parcel among others, a consequence of a former skeet shooting operation on the lands. City uses for these parcels are restricted in so far as that if the properties are repurposed for City use (such as housing), then the City would would need to repay the investment made by the self-insured trust. City risk management staff have wanted to divest of these properties for many years, provided at a minimum the initial investment was recouped.

The self-insurance trust fund functions to provide defense and payment of losses and claims for property, liability, unemployment compensation, worker's compensation; health, accident, life, disability or other benefits for the employees and officers of the City and their dependents; payment of insurance premiums; and risk management consultation.

An invitation for bids to sell the City-owned 12.52-acres of real property adjacent to Cromer Elementary School off of Silver Saddle Road (Assessor's Parcel No. 301-08-003F) closed on August 25, 2022. The City received one bid offering less than 15% of the appraised value. An invitation for bids was not issued for the 9.26-acre parcel in light of the low interest in the other parcel.

City staff recommends City Council formally reject this bid. Since that solicitation, other parties more recently have expressed interest in purchasing the property and transacting at the appraised value adjusted to a present day amount.

Article VIII, Section 10 of the City Charter provides that real property may be sold to the highest bidder; however, "if there are no bids submitted, then for a two-year period the City Manager may, subject to Council approval, enter into an agreement to sell the property for an amount reasonably consistent with an appraisal without further notice and bid process." As there was a bid submitted here, it is necessary to issue a new solicitation.

Financial Impact:

Proceeds from any sales would be directed to the self-insured trust, which reflects these properties as assets of the trust. June 28, 2021 appraisals reflected a fair market value for both parcels of $1.1 million dollars. Market conditions have improved in the area; updated appraisals will inform any sales or solicitations.

Policy Impact:

None

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Maintain the organization's fiscal stability through strong financial policies and best practices

Previous Council Decision on This:

Resolution No. 2014-04 memorialized direction to sell or trade the parcels received from City Council in a work session meeting on October 28, 2013.

Options and Alternatives:

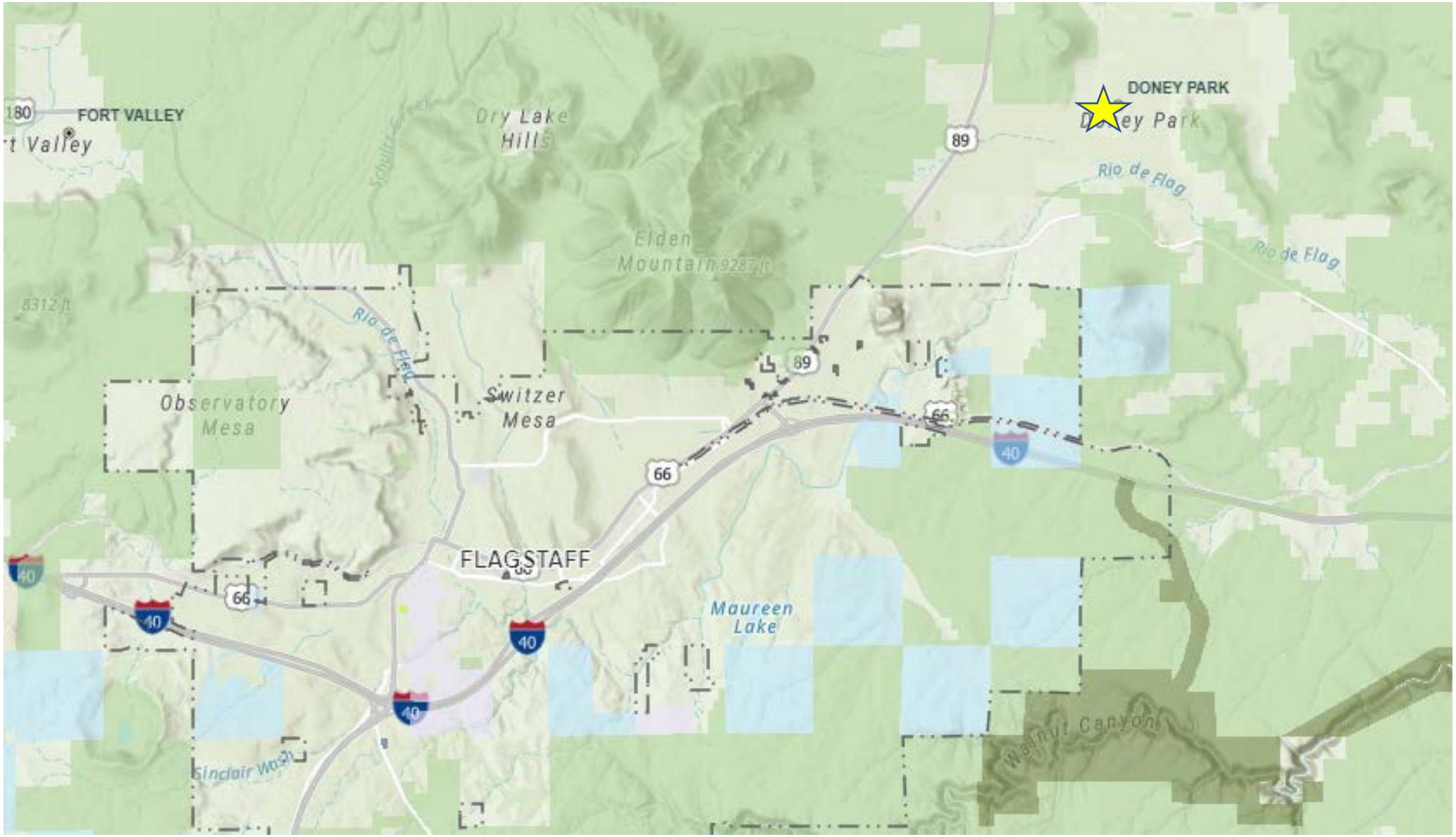
1. Issue new invitations for bids as recommended.
2. Do not issue invitations for bids for one or both of the 12.52 and 9.26 acre parcels.
3. Consider development of the land for housing.
    - Per Resolution No. 2022-52, prior to disposal of real property, the City Housing Section is to consider whether or not the land is suitable for housing development. In addition, the City Council is also to consider whether a portion of sale proceeds could be applied towards housing development. Here, The City Housing Section is not interested in developing the property for housing, although the land is zoned rural residential. If the parcels are sold, sale proceeds need to be returned to the self-insured trust fund.
4. Do not issue invitation for bids, and seek rezoning of the property in the future (as staff time allows).
    - The City parcels would be more valuable if rezoned; however, the City would need to incur the time and expense of applying to Coconino County for rezoning.

Attachments: Presentation
Res2022-52 ReviewBeforeDisposal

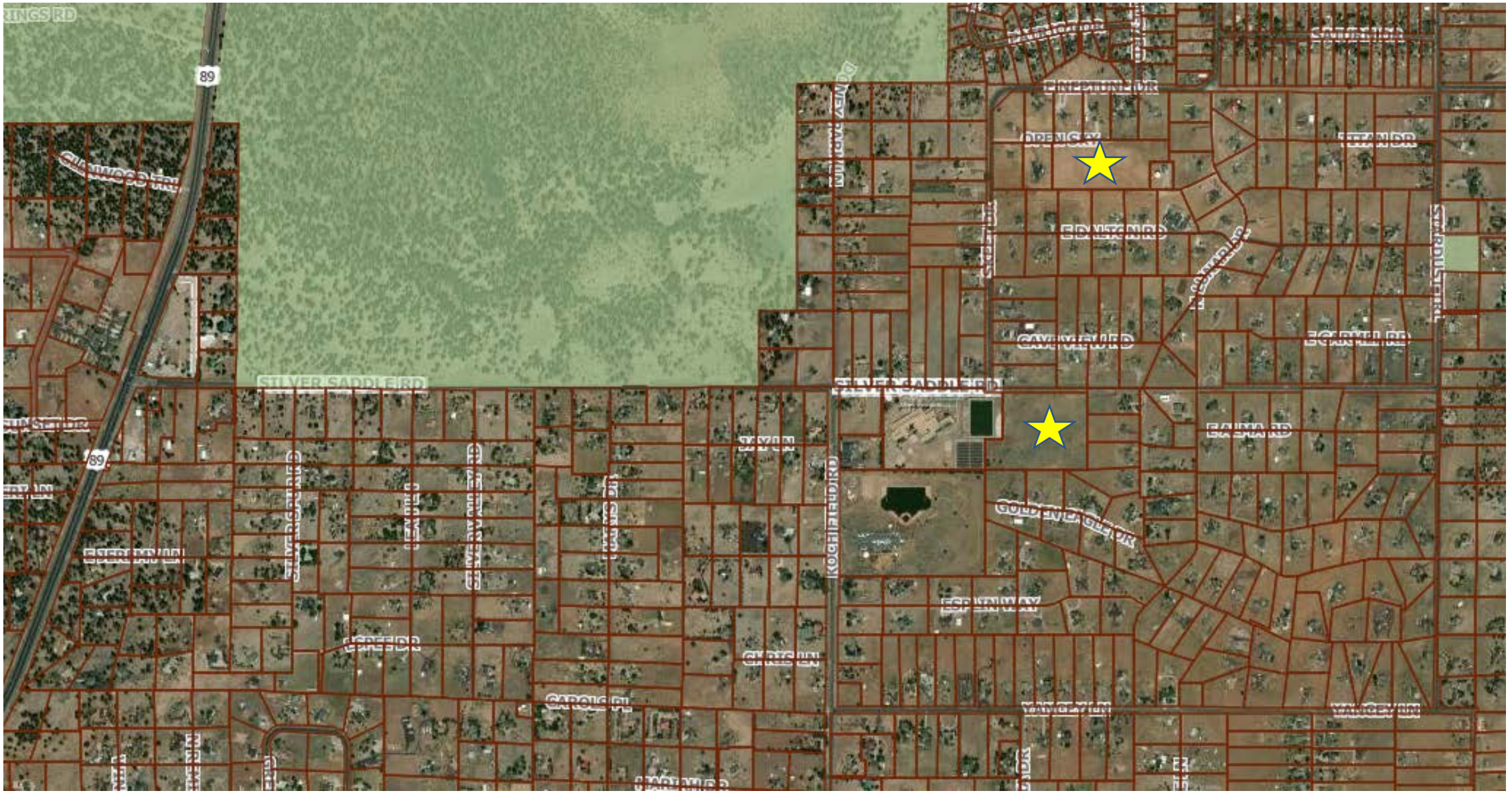
Koch Field Parcel Direction

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Vicinity Map

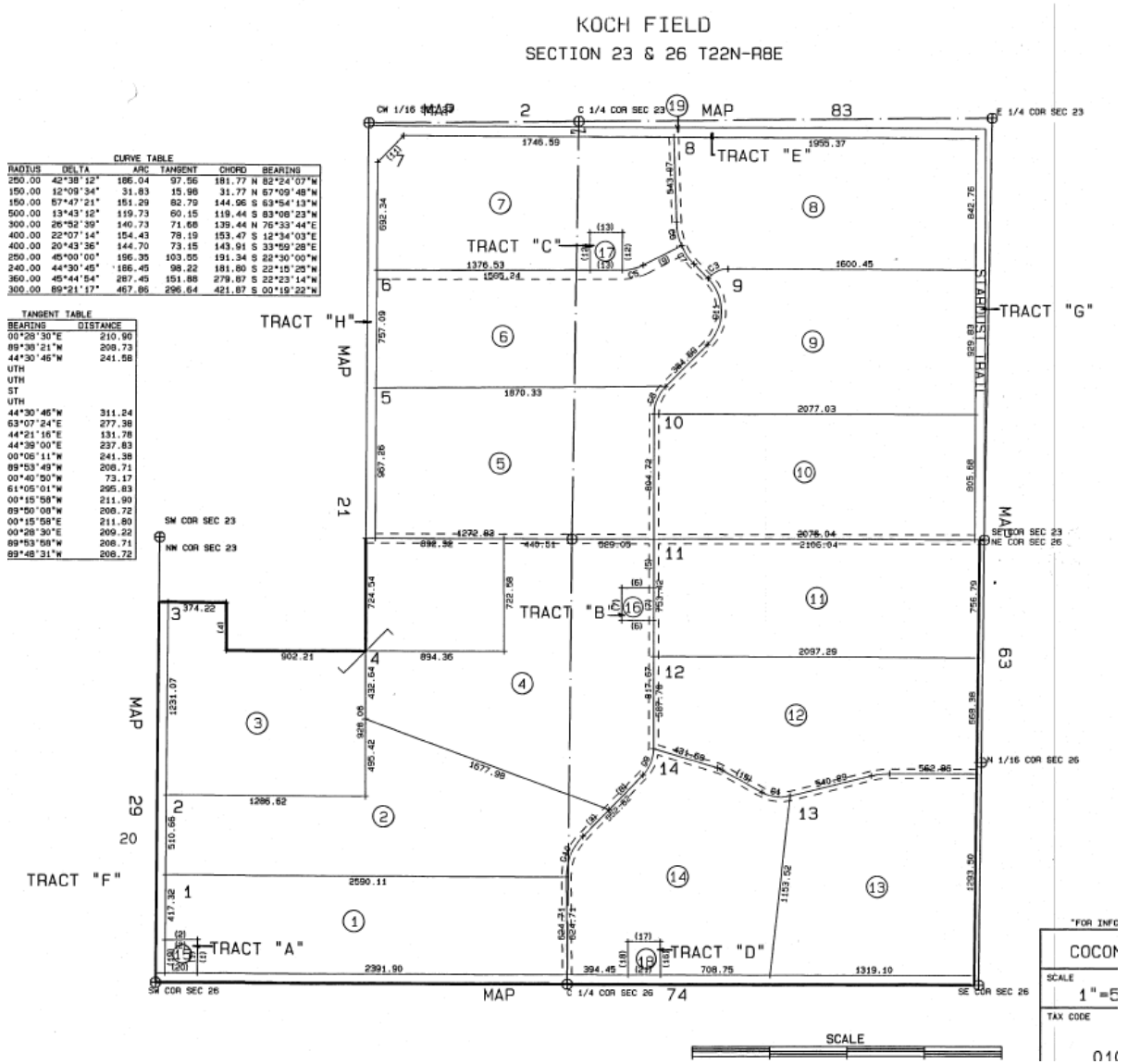


Vicinity Map

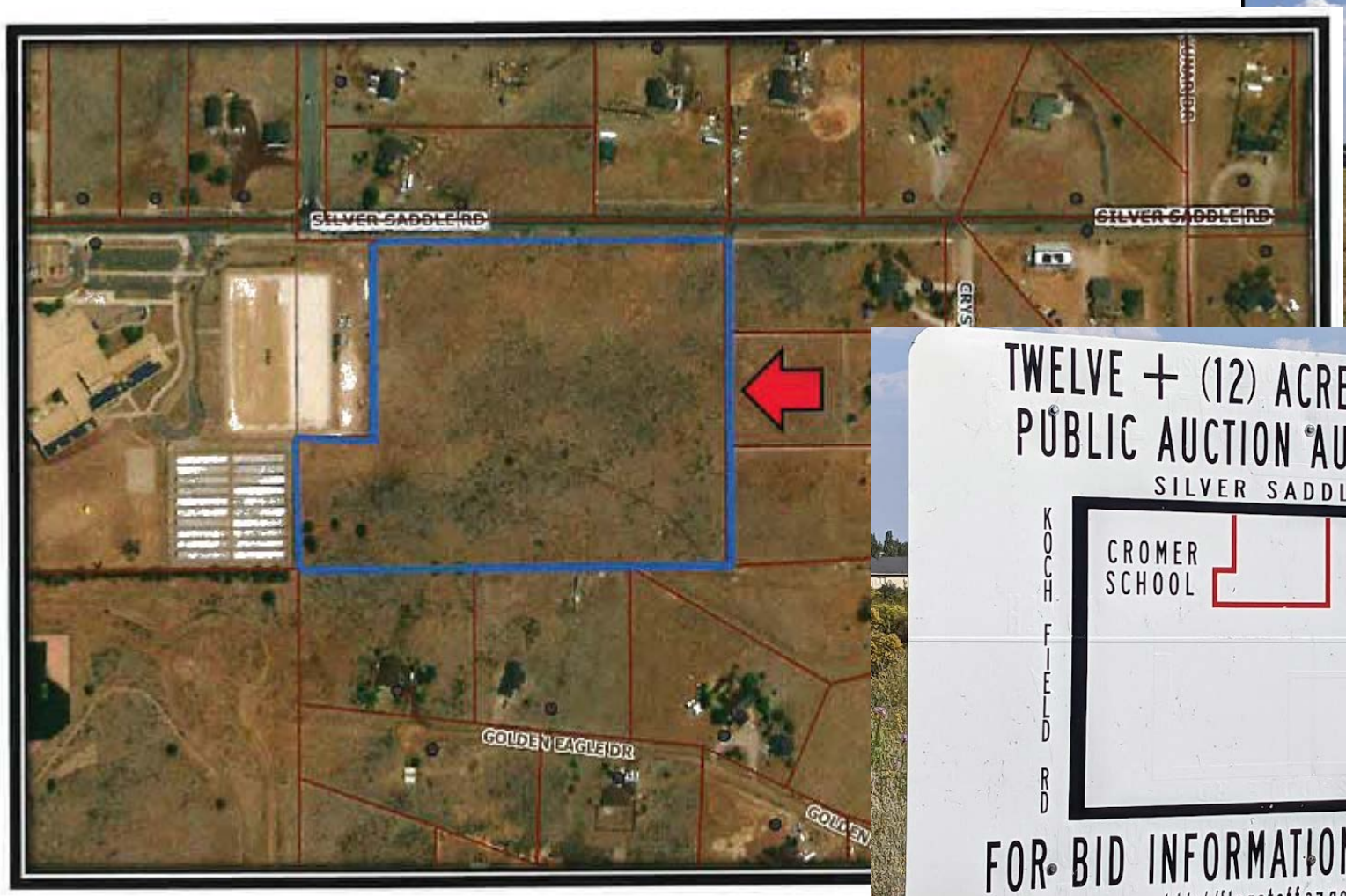


Background

- City owned 540 acres of land in Koch Field
- Mostly in 1990's, City sold everything.
- City still retains 2 parcels: a 12.52-acre tract and a 9.26-acre tract (Portions of Lots 6 and 7 on map)
- Parcels are assets of the self-insured trust



12.5-acre parcel





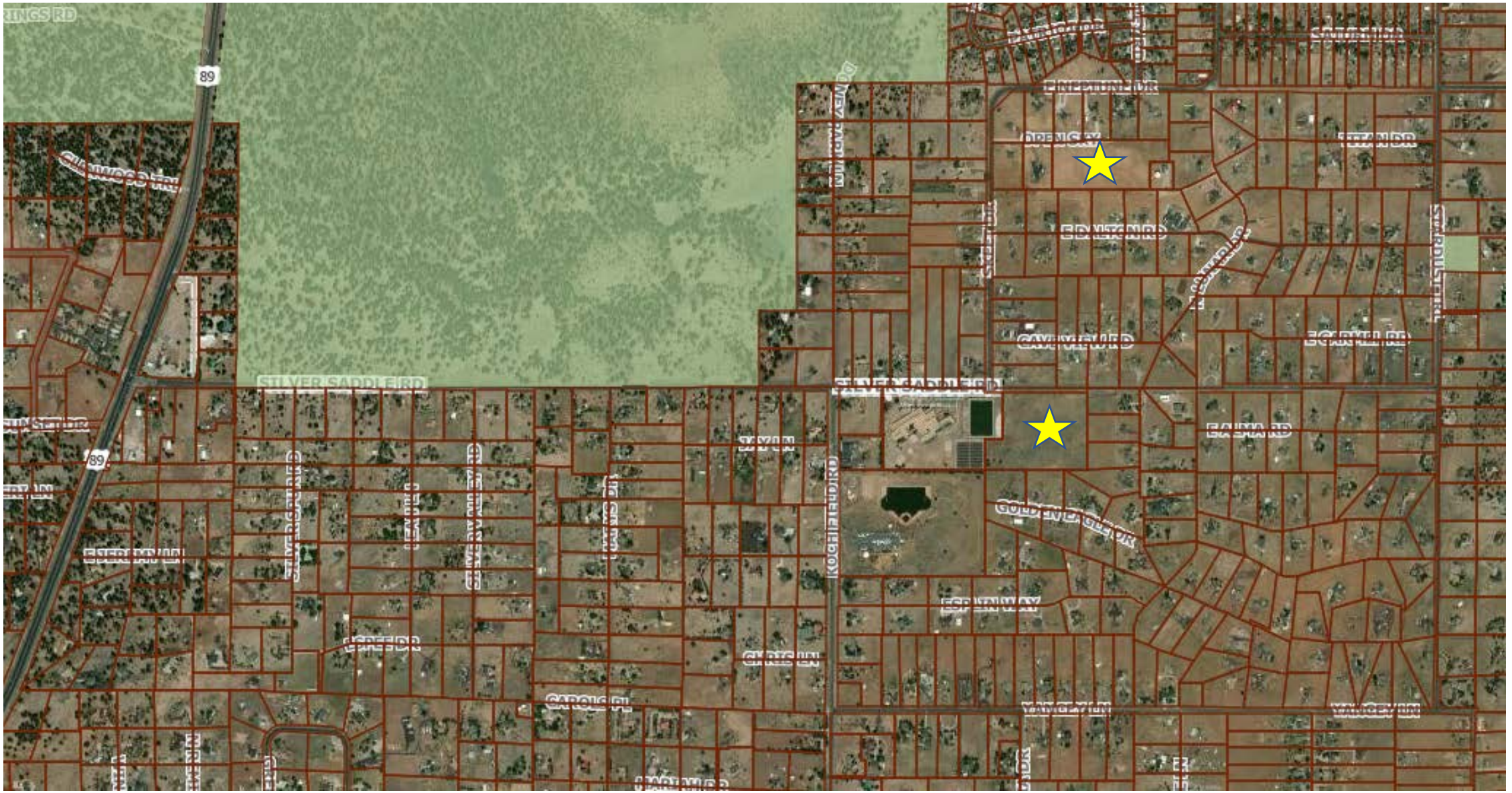


9.26-Acre Parcel





Questions?



RESOLUTION NO. 2022-52

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, REQUIRING THAT NEW CONSTRUCTION AND MAJOR RENOVATION OF ALL CITY-OWNED, NON-HOUSING SECTION, OCCUPIED FACILITIES ACHIEVE EMISSIONS-NEUTRAL OPERATIONS, AND THAT THESE SAME FACILITIES SHALL BE DESIGNED TO SUPPORT ONE OR MORE FUNCTIONS OF A "COMMUNITY RESILIENCE HUB" TO SUPPORT VULNERABLE COMMUNITY MEMBERS DURING DISRUPTIVE EVENTS, AND THAT IN THE EVENT THAT A CITY-OWNED BUILDING OR PROPERTY IS BEING VACATED BY THE CITY, THAT THE HOUSING SECTION FIRST HAVE THE OPPORTUNITY TO EVALUATE THE PROPERTY AND DETERMINE THE FEASIBILITY OF REPURPOSING OR DEVELOPING IN A MANNER THAT SUPPORTS INCREASING THE NUMBER OF AVAILABLE AND AFFORDABLE HOUSING UNITS, AND REPEALING RESOLUTION NO. 2014-09

RECITALS:

WHEREAS, the City of Flagstaff ("City") is committed to excellence and leadership in the community; and

WHEREAS, the City desires to lead by example through implementing building practices that protect natural resources; prevent waste, reduce consumption, and promote human health and well-being; and

WHEREAS, incorporating sustainable building practices can yield savings by efficiently managing energy, water, waste and stormwater, while improving the employee and visitor experience; and

WHEREAS, the Mayor and City Council of the City of Flagstaff have adopted the Climate Emergency Declaration (Res. No 2020-09) and the Carbon Neutrality Plan (Res. No 2021-34) which commits the City to its own energy transition and supporting vulnerable community members during disruptive weather events or extreme incidents which due to climate change are anticipated to continue occurring with increasing frequency; and

WHEREAS, the most stringent energy efficiency standard that satisfies the Sustainable Building Incentive (PZ-21-00282) requires that the new building(s) be an all-electric, Zero Energy Building; and

WHEREAS, a building with emissions-neutral operations is a building that is highly efficient and either a) uses only renewable energy for its operation on an annualized average basis (this may include either onsite or offsite generated renewable energy) or b) produces and supplies onsite renewable energy in an amount equivalent to the magnitude of non-renewable energy consumed for its operations; and

WHEREAS, the Mayor and City Council of the City of Flagstaff wish to declare a commitment to energy conservation; and

WHEREAS, as of June 2022, all electricity purchased by the City for municipal operations is considered renewable as a result of participation in the APS Green Power Partners Program; and

WHEREAS, a Community Resilience Hub functions as a location where vulnerable residents can go during disruptive weather events or extreme incidents to receive ameliorating services and support, servicing a variety of purposes that could include, but are not limited to: a) a clean air center during extreme smoke events; b) a cooling center during extreme heat events; c) a warming center during extreme cold events; d) a refrigeration center and back up power center, especially for medications and medical devices, during any event that disrupts power for an extended period; and

WHEREAS, in order to provide these Community Resilience Hub services during disruptive weather events or extreme incidents, City facilities need to be designed so that they can operate independently of the electric grid for an extended period; and

WHEREAS, the Adaptive Reuse Program offers support to small businesses that repurpose existing buildings, in recognition that repurposing is one of the most sustainable approaches to building and development; and

WHEREAS, the Mayor and City Council of the City of Flagstaff have adopted the Housing Crisis Declaration (Res. No 2020-66) and the 10 Year Housing Plan (Res. No 2022-03) which commits the City to increasing the number of available and affordable housing options for Flagstaff residents at all income levels; and

WHEREAS, cities often own properties located in desirable locations with access to employment, community amenities, walkable neighborhoods and transit options; and

WHEREAS, an adequate supply of affordable and dignified housing supports sustainability, equity, and health, allowing more Flagstaff residents the opportunity to fully participate in the community pursuit of a carbon-neutral future that benefits all; and

WHEREAS, the Flagstaff City Council desires to repeal Resolution No. 2014-09.

ENACTMENTS:

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

SECTION 1. That the Mayor and City Council hereby require that all non-Housing Section, occupied, City-owned new construction and major renovation of existing facilities, including building additions over 10,000 square feet, achieve all-electric, emissions-neutral operations while also achieving certification in the most recent version of LEED (Silver) or Green Globes (3 Globes) or Living Building Challenge (full certification). It is acknowledged that there may be some highly energy intensive processes that are currently incompatible with all-electric operation. Any proposed new construction or major renovation that cannot achieve all-electric status may get approval from the Sustainability Director by demonstrating that doing so is infeasible. These projects would still be expected to achieve emissions-neutral operations.

SECTION 2. That if City staff charged with the design, construction, or renovation of a City-owned facility determine that compliance with certification standards is uniquely cost prohibitive, staff will recommend that the project achieves all-electric, emissions-neutral operations while adhering to the most recent ASHRAE High-Performance building standards. Cost prohibitive is defined as a payback period of more than eight (8) years for the additional costs associated with LEED, Green

Globes, or Living Building Challenge measures.

SECTION 3. That the Mayor and City Council require that when entering into leases for occupancy, including the renegotiation or extension of existing leases, the City shall include a preference for occupied space that is certified under LEED, Green Globes, Living Building Challenge, ASHRAE, or an equivalent standard.

SECTION 4. That the Mayor and City Council require that all non-Housing Section, occupied City-owned new construction and major renovation of existing facilities, including building additions over 10,000 square feet, shall be designed to support one or more functions of a Community Resilience Hub. Facilities that have security considerations or other extenuating circumstances may be exempt from this requirement if it is determined that opening the facility to the public during disruptive weather events or extreme incidents to receive ameliorating services is injudicious.

SECTION 5. That the Mayor and City Council require that in the event that a City-owned building or property is being vacated by the City, that the Housing Section first have the opportunity to evaluate the property and determine the feasibility of repurposing or developing in a manner that supports increasing the number of available and affordable housing units, including but not limited to: converting to municipally operated Affordable Housing; seeking a public-private partnership; or exploring shared equity models of development. Following this evaluation process, should the Housing Section determine that the building or property being vacated is not well suited to repurposing or developing in this manner, and should the City decide that a sale for non-housing purposes is to be pursued, the City will consider whether a portion of the funds from the sale can be directed to support increasing the number of available and affordable units at another site. Exceptions to this requirement may be made for extenuating circumstances, such as, but not limited to, the case where the building being vacated by the City is also occupied by other tenants.

SECTION 6. That the Mayor and City Council require staff whose responsibilities include the design, construction, remodeling, repair, maintenance, operation or deconstruction of City-owned facilities to be responsible for ensuring compliance with the Sustainable Building policies required by this Resolution.

SECTION 7. That Resolution No. 2014-09 is hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of November 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eli Reisner, Project Manager - ER
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration and Approval of First Amendment: Construction Manager at Risk - Construction Phase Services Agreement - Phase 2 - GMP 2 with Eagle Mountain Construction, Inc. in the total amount of $7,614,149.06 for the Spruce Wash Drainage Suite of Improvements Projects.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Construction Manager at Risk (CMAR) - Construction Phase Services Agreement - Phase 2 - GMP 2 with Eagle Mountain Construction, Inc. for the Spruce Wash Drainage Improvements Projects in the amount of $7,429,149.06 and approve an Owner's Contingency of $185,000.00, which is approximately 2.5% of GMP 2;
2. Add 180 calendar days to the contract duration; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends approval of the First Amendment to the CMAR Construction Services Agreement No. 2023-60, with Eagle Mountain Construction, Inc. (Eagle Mountain), for the Spruce Wash Drainage Improvements Projects to add the Phase 2 - GMP 2 in the total amount of $7,614,149.06 and 180 calendar days to the contract duration.

Approval of this First Amendment will authorize the roadway improvements for Grandview Dr. (Phase 2); clearing of trees and initial grading work for utility relocations for Linda Vista-Cedar Channel (Phase 1); Linda Vista Crossing; and The Wedge Utilities (Phase 2). Staff intends to present any additional GMPs for remaining Projects for Council's consideration at a later date. Please refer to the attached context and vicinity maps.

Construction of the Suite of Projects began in September of 2023 with GMP 1 for the underground utilities portion of the Grandview Project and Wedge Clearing. Pending Council's approval of the First Amendment, construction of the Projects within GMP 2 will begin in March of 2024 and the originally approved 845-calendar day duration for the Construction Phase Services Agreement - Phase 1 and will be extended 180 calendar days for GMP 2 for a total of 1,025 calendar days. The extended duration is anticipated to cover construction of the entire Suite spanning over four construction seasons and targeting completion prior to monsoon season of 2026. Design is nearing completion on the remaining Projects within the Suite and is anticipated to be completed this spring 2024. The final scheduling and construction sequencing of the Suite will be determined once design is finalized.

The majority of the improvements in the Suite of Projects will be constructed within City property, in City right-of-way, and or within the existing public utility and drainage easement along Spruce Wash. Property

acquisitions, additional public utility and drainage easement, and temporary construction easements are not required for the work included in GMP 2 but will be required for some of the Projects within the Suite, which will be finalized as design is completed.

Financial Impact:

The following projects and or portions of projects within GMP 2 will be funded by Proposition 441 Funds under the General Obligation Capital Project Funds from the following associated fiscal year budget appropriations, budget line items, and account numbers:

Project / Portion of Project	FY2023-24	FY2024-25	Budget Line	Account Number
Grandview Roadway	$6,500,372	$0	Grandview	410-08-385-3527-3
Linda Vista Crossing	$557,104	$847,371	Linda Vista Crossing	410-08-385-3526-3
Linda Vista to Cedar Channel Franchise Utilities	$2,359,852	$1,725,298	Cedar to Linda Vista Channel	410-08-385-3525-3
Wedge Utilities	$1,842,868	$2,705,203	The Wedge	410-08-385-3570-3

Policy Impact:

No impact.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules & regulations, & land use practices.

Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Carbon Neutrality Plan

IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.

WS-1: Improve water infrastructure and expand water reuse.

Regional Plan

Goal WR.5: Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal T.21: Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

- Council previously approved the ballot language for the November 2022 voter approved Proposition 441 Wildfire, Flood, and Wastewater Infrastructure Bond, which dedicated $26 million towards flood mitigation projects.
- Council previously approved the CMAR - Construction Phase Services Agreement - Phase 1 - GMP 1 with Eagle Mountain for the Suite of Projects on July 3, 2023.

Options and Alternatives:

1. Approve the First Amendment to the CMAR - Construction Phase Services - Phase 2 - GMP 2 as recommended. Approval will allow work to move forward; or,
2. Reject approval of the award as recommended. This action would delay the Project
    a. If rejection occurs, possible options include:
        i. Ask staff to re-evaluate the recommendation; or
        ii. Suspend or cancel the project completely.

Background and History:

On July 21, 2019, the Museum Fire broke out in the Dry Lake Hills area just above Flagstaff within the Coconino National Forest. The fire ultimately charred 1,961 acres, including a significant portion of the Spruce Wash Watershed. Flood modeling subsequently showed potential flood risk to neighborhoods in Coconino County and the City of Flagstaff. Throughout the summer of 2021, unprecedented rain events impacted the Museum burn scar and caused multiple rounds of flash flooding in Flagstaff neighborhoods.

In the November 2022 election, voters approved Proposition 441 with support from 76% of Flagstaff voters. The Proposition invests $57 million in City of Flagstaff wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure. Specifically, $26 million of this funding will be used to fund stormwater infrastructure improvements in the Spruce Wash area to lessen the impacts of flooding in affected neighborhoods.

The development of the Spruce Wash Technical Feasibility Study Phase I and Phase II conducted by Peak Engineering identified eight Projects to be constructed with the $26 million in funding from Prop 441 to mitigate post-wildfire flooding in the Spruce Wash. The Suite of Projects will be constructed in addition to the Park Way Basins and the Killip Basins Inlet, which are funded through other sources.

On December 15, 2022, Purchasing staff solicited a Request for Statement of Qualifications for CMAR design and construction phase services. On January 13, 2023, Purchasing received Statements of Qualifications (SOQs) from the following five construction firms: Banicki Construction, Eagle Mountain Construction, Fann Contracting, Kinney Construction, and Tiffany Construction Company. A nine-member selection committee of City staff, three outside engineering consultants, and an outside contractor executive evaluated the SOQs. After the selection committee review process and negotiations, in early April 2023, the City's qualifications based selection process identified Eagle Mountain Construction, Inc. as the most qualified Contractor to perform the CMAR design and construction phase services for the Suite of Projects.

Key Considerations:

The First Amendment adding Phase 2 - GMP 2 includes the roadway portion of the Grandview Project, the Linda Vista Crossing Project, the franchise utility portions of the Linda Vista to Cedar Channel Project, and the utilities portion of the Wedge Detention Basin Project. The remaining Projects within the Suite of Projects will be presented for Council's consideration mid 2024 as additional GMPs. Please refer to the attached context and vicinity maps.

The Suite of Projects consist of the following eight Projects:

1. Grandview Drive Reconstruction – a reconstructed inverted crown street with a modified rolled curb instead of a typical rolled curb to increase stormwater capacity of the roadway on Grandview from Linda Vista to Cedar including the side-streets, and replacing and lowering the existing aging water and sewer infrastructure to ensure proper cover with the lowered roadway.

    The roadway portion of this project in GMP 2 generally consists of reconstructing the roadway with an inverted crown and replacing existing rolled curb with a modified rolled curb. Underground conduit for fiberoptic, communications, and electric are not included in the Grandview project as the location is not within the City of Flagstaff's Broadband Infrastructure Master Plan, Franchise

Utility Companies do not have plans or funds to relocate infrastructure underground into the roadway, and additional funding is not available to upgrade the existing streetlight infrastructure.

2. The Wedge Detention Basin – a detention basin to receive diverted flows from Spruce Wash.

   The utilities portion of this project in GMP 2 generally consists of installing storm drain in Linda Vista Drive from the Linda Vista Crossing to the Wedge Detention Basin, the storm drain for the outlet of the basin connecting to the Cedar Avenue storm drain and relocating associated water and sewer mains in Linda Vista Drive required by the installation of the new storm drain.

3. Linda Vista Drive Crossing – a new box culvert to increase the inlet and downstream channel capacity and reduce the potential for overtopping of Linda Vista Drive.

   This Project also includes adding an inlet for the storm drain to the Wedge Detention Basin Project and relocating existing water and sewer mains so they are not in conflict with the new concrete box culvert.

4. Cedar Avenue to Linda Vista Drive Channel: a re-graded and hardened channel to improve capacity for stormwater runoff conveyance.

   The franchise utility portions of this project generally consists of removing the trees needed to relocate Franchise Utility Companies infrastructure and to construct the channel improvements. Franchise Utility Companies infrastructure that will be relocated with this project include a large portion of the UniSource Energy Services (UES) underground gas main within the lower three-quarters of the channel and a portion of the associated services between the main and the meter, a large portion of APS overhead powerlines within the upper two-thirds of the channel including services and associated Optimum and Lumen overhead lines. This portion of the project will also include re-grading to provide access through the channel for the Franchise Utility Companies to relocate their infrastructure in coordination with Eagle Mountain.

5. Cedar Avenue Crossing: a new box culvert to increase the inlet and downstream channel capacity.
6. Arroyo Seco Drive to Dortha Avenue Channel: a re-graded and hardened channel to improve capacity for stormwater runoff conveyance.
7. Arroyo Seco Drive Inlet: a reconstructed inlet structure for the purpose of increasing the inlet capacity to capture more stormwater into the downstream existing 60-inch storm drain.
8. Killip Basins Outlet: a new outlet structure from the Killip Regional Detention Basins to an existing storm drain in Main Street to serve as a secondary outlet for larger storm events, preventing water from overtopping the basins.

Design is nearing completion on the remaining Projects within the Suite and is anticipated to be completed this spring 2024. The final scheduling and construction sequencing of the Suite of Projects will be determined once design is finalized.

The majority of the improvements in the Suite of Projects will be constructed within City property, in City right-of-way, and or within the existing public utility and drainage easement along Spruce Wash. Property acquisitions, additional public utility and drainage easement, and temporary construction easements are not required for the work included in GMP 2, but will be required for some of the Projects within the Suite, which will be finalized as design is completed.

The CMAR method of procurement was selected to expedite the design and construction schedule and to accommodate the complex sequencing of construction activities for this large-scale complex Suite of Projects with limits in an established neighborhood, near multiple schools, on high traffic volume streets with Mountain Line bus routes, and in a wash that experiences post-wildfire flooding. The CMAR process is a collaborative effort, which allows for flexibility with delivering the design and construction of the Project, as well as an open dialog between the City, the Design Consultant, and the Contractor on critical design and construction issues to minimize impacts to the community during construction.

Community Benefits and Considerations:

The Spruce Wash Flood Mitigation Suite of Projects is funded by the November 2022 voter approved Proposition 441 Wildfire, Flood, and Wastewater Infrastructure Bond, which dedicated $26 million towards flood mitigation projects.

The following projects and or portions of projects within GMP 2 will be funded by the General Obligation Bonds Capital Project Funds under Proposition 441 from the following associated fiscal year budget appropriations, budget line items, and account numbers:

Project / Portion of Project	FY2023-24	FY2024-25	Budget Line	Account Number
Grandview Roadway	$6,500,372	$0	Grandview	410-08-385-3527-3
Linda Vista Crossing	$557,104	$847,371	Linda Vista Crossing	410-08-385-3526-3
Linda Vista to Cedar Channel Franchise Utilities	$2,359,852	$1,725,298	Cedar to Linda Vista Channel	410-08-385-3525-3
Wedge Utilities	$1,842,868	$2,705,203	The Wedge	410-08-385-3570-3

Construction Phase Services Agreement - Phase 1 - GMP 1 is $2,906,383.00 plus an Owners Contingency of $50,000.00 for a Total Contract Price of $2,956,383.00. GMP 1 is for the construction of the utilities portion of the Grandview Project and the clearing portion of the Wedge Project.

Construction Phase Services Agreement - Phase 2 - GMP 2 is $7,429,149.06 plus and approximately 2.5% Owners Contingency of $185,000.00 which combined with GMP 1 equals Total Project Price to date of $10,570,532.06.

Community Involvement:

- Mitigating post-wildfire flooding in the Spruce Wash and surrounding neighborhoods, businesses, parks, and schools.
- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 51-63 years old, to meet current standards.
- Reducing required utilities maintenance with the construction of the new infrastructure.
- Coordinating construction of multiple projects and utilizing project areas for temporary construction yards in the immediate vicinity to minimize inconveniences to the public and reduce costs.

Expanded Options and Alternatives:

Inform, Involve, Empower:

- Starting from roughly August of 2021 there have been over 18 Museum Flood and Post Wildfire Flooding Council Updates which will continue through and after the design and construction of the Suite of Projects.
- In January 2022, Beta PR, on behalf of the City of Flagstaff, created the Museum Fire Flood Projects Website museumfloodprojects.com. Since its creation 4,800 individuals have visited site with over 6,000 total visits. The site also includes a subpage where people can sign up to receive E-Newsletters sent out via email on a weekly basis to provide updates and information on the Museum Fire Flood Mitigation Projects.
- In February 2022, Beta PR, on behalf of the City of Flagstaff, began sending out the ENewsletters and will continue to do so through and after the completion of the Suite of Projects. There are currently 544 ENewsletter subscribers.
- Beta PR created and maintains a Museum Fire Flood Projects email address (info@museumfloodprojects.com) and a project hotline. To date, over 40 stakeholders have utilized

the email and 20 have utilized the hotline to get their questions and concerns answered.

- In February 2022, Beta PR, on behalf of the City of Flagstaff, sent out an introduction mailer for Museum Fire Flood Mitigation Projects that was mailed to 950 properties in Spruce Wash area that included a Spanish translated side.
- In November 2022, voters approved Proposition 441 with support from 76% of Flagstaff voters.
- In December 2022, the Proposition 441 subpage of the Museum Fire Flood Projects Website was created which includes more information regarding the Suite of Projects.
- On February 2, 2023, the City hosted a Spruce Wash Community Meeting to provide information on the history of the Museum Fire, update on the progress of Spruce Wash Watershed restoration, November Prop 441 passage, and Prop 441 preliminary projects.
- On May 15, 2023, the City hosted the second Spruce Wash Community Meeting to provide information on the 2023 monsoon forecast, a Suite of Projects update, Coconino County Flood Control District Update, and preparing for the 2023 monsoon season.
- On November 2, 2023, the City hosted the third Spruce Wash Community Meetings to provide an update on the Suite of Projects, the flood modeling, and the flood risk assessment maps showing the positive impacts of the Suite of Projects.
- The City will host a fourth Spruce Wash Community Meeting in the spring of 2024 to provide the community an opportunity to review the final plans, show the final flood modeling and the flood risk assessment maps and the positive impacts, and to go over the schedule and construction sequencing of the Suite of Projects.
- To date, during the design and current construction of the Suite of Projects, Beta PR, on behalf of the City of Flagstaff, has performed 11 door-to-door operations to deliver project notices and door hangers for various project items and information to the community adjacent to the Suite of Projects.
- Eagle Mountain Construction, Beta PR, and City staff will be intimately involved with the coordination of construction activities and keeping the stakeholders informed on schedule, sequence, and impacts through construction.
- Other Project Stakeholders including FUSD and Mountain Line will be notified of the upcoming Project and will be coordinated with on the traffic control and phasing plans during construction.
- All the Emergency and relevant Public Service organizations will be notified of the Project prior to construction.

Attachments:

First Amendment GMP 2
Exhibit B - GMP2
Spruce Wash Flood Mitigation Suite of Projects Context Map
Spruce Wash Suite of Projects GMP #2 Vicinity Map
Contingency Justification Form
Presentation

FIRST AMENDMENT

Spruce Wash Drainage Improvements Projects
Construction Manager at Risk

Construction Phase Services Agreement
Phase 2 - GMP 2

Project No. #03-23014
Agreement No. 2023-60

This First Amendment ("First Amendment") to the fully executed Construction Phase Services Phase 1 - Agreement No. 2023-60 dated July 14, 2023 (the "Agreement") for the City of Flagstaff Spruce Wash Drainage Improvement Projects (the "Projects") is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Eagle Mountain Construction, Inc., an Arizona corporation ("Construction Manager at Risk" or "CMAR").

The Parties to the Agreement, hereby agree to the following First Amendment:

A. Pursuant to Article 5 – Contract Price, Section 5.2, Exhibit B – is amended to include GMP 2 – Cover Letter and Contract Summary, dated February 12, 2024, 7 pages (attached hereto).

B. CMAR's GMP 2 is for the roadway improvements for Grandview Dr. (Phase 2); clearing of trees and initial grading work for utility relocations for Linda Vista-Cedar Channel (Phase 1); Linda Vista Crossing; and The Wedge Utilities (Phase 2) portion of work of the Project and shall total **seven million, four hundred twenty-nine thousand, one hundred forty-nine dollars and six cents ($7,429,149.06)** plus and approximately **2.5%** Owners Contingency of **one hundred eighty-five thousand dollars and no cents ($185,000.00)** which combined equals the total Amendment One amount of **seven million, six hundred fourteen thousand, one hundred forty-nine dollars and six cents ($7,614,149.06).**

C. The total Contract Price for the complete performance of work under the Agreement, as amended by this First Amendment, shall be **ten million, five hundred seventy thousand, five hundred thirty-two dollars and six cents ($10,570,532.06).**

D. All other provisions of the Agreement shall remain unchanged in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Eagle Mountain Construction, Inc.

By:_____

Title:_____

Dated:_____

February 12, 2024

Eli Reisner,
Project Manager, Capital Improvements
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86004

Re: Spruce Wash Watershed Improvements ("Project")
City of Flagstaff Project # 03-23014
Construction Manager at Risk – Guaranteed Maximum Price ("GMP") 2

Dear Mr. Reisner,

Eagle Mountain Construction ("EMC") is submitting GMP 2 for the above referenced Project.

The Spruce Wash Watershed Improvements is a "suite" of 8-9 individual projects (pending final designs) along the Spruce Wash drainage corridor, with several of the scopes having multiple phases. This GMP 2 includes roadway improvements for Grandview Dr. (Phase 2); clearing of trees and initial grading work for utility relocations for Linda Vista-Cedar Channel (Phase 1); Linda Vista Crossing; and The Wedge Utilities (Phase 2).

As the remaining suite of projects progress through the design phase, EMC will continue with our Design Phase services, offering constructability reviews, cost and schedule modeling, TAC Meeting attendance, and subsequent GMP development. EMC's services for the balance of the Design Phase are reflected in the General Conditions for each project still in the design phase.

We continue to be honored to be apart this Team and appreciate the opportunity to work with so many of the Project stakeholders, the team of engineers, and the City of Flagstaff staff in the execution of the ever changing and challenging Project.

Sincerely,

Eagle Mountain Construction

Marco Spagnuolo
CEO

City of Flagstaff, AZ
211 W Aspen Ave.
Flagstaff, AZ 86001

Eagle Mountain Construction
3100 N Caden Ct.
Flagstaff, AZ 86004

CONTRACT SUMMARY

Project: SPRUCE WASH WATERSHED IMPROVEMENTS
Project #: COF# 03-23014
Dwgs:
Submitted: 2/12/2024

PROJECT DESCRIPTION	COST OF WORK	GC's	CMAR FEE	BOND, INS, AZTPT	CMAR CONT	OWNER CONT	TOTAL
GRANDVIEW PH 1 - UTILITIES	$ 1,808,284	$ 472,480	$ 239,480	$ 201,391	$ 50,000	$ 50,000	$ 2,821,635
THE WEDGE PH 1 - CLEARING	$ 70,750	$ 42,170	$ 11,857	$ 9,971	$ -	$ -	$ 134,747
GMP 1	**$ 1,879,034**	**$ 514,650**	**$ 251,337**	**$ 211,362**	**$ 50,000**	**$ 50,000**	**$ 2,956,383**
GRANDVIEW ROADWAY IMPROVEMENTS	$ 2,048,205	$ 198,360	$ 235,889	$ 198,371	$ 50,000	$ 50,000	$ 2,780,825.49
LINDA VISTA CROSSING	$ 886,110	$ 84,500	$ 101,914	$ 85,705	$ 25,000	$ 25,000	$ 1,208,228.69
LINDA VISTA-CEDAR CHANNEL - PH 1	$ 391,330	$ 33,500	$ 44,607	$ 37,512	$ 10,000	$ 10,000	$ 526,949.54
THE WEDGE PH 2 - UTILITIES	$ 2,190,781	$ 196,000	$ 250,612	$ 210,752	$ 150,000	$ 100,000	$ 3,098,145.34
GMP 2	**$ 5,516,426**	**$ 512,360**	**$ 633,023**	**$ 532,340**	**$ 235,000**	**$ 185,000**	**$ 7,614,149.06**
ARROYO-SECO INLET							
KILLIP INLET							
ARROYO-DORTHA CHANNEL - PH 1							
ARROYO-DORTHA CHANNEL - PH 2							
KILLIP SECONDARY OUTLET							
LINDA VISTA-CEDAR CHANNEL - PH 2							
CEDAR CROSSING - FINAL 1's							
THE WEDGE - PH 3 - BASIN CONSTRUCTION							
GMP X - PRELIMINARY COST MODELS							
SPRUCE WASH DRAINAGE IMPROVEMENTS TOTAL							

GMP 2 - SUMMARY			
COST OF WORK			**$ 5,516,426.11**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)	9.29%		$ 512,360.00
SUBTOTAL #1 - Cost of the Work + GC's			**$ 6,028,786.11**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)	10.50%		$ 633,022.54
SUBTOTAL #2 - Cost of the Work + GC's + Fee			**$ 6,661,808.65**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)	0.90%		$ 59,956.28
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds			**$ 6,721,764.93**
INSURANCE (Percentage of Subtotal #3)	1.00%		$ 67,217.65
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance			**$ 6,788,982.58**
SALES TAX (Percentage of GMP)	5.97%		$ 405,166.48
CMAR CONTINGENCY & PRICE ESCALATION FUNDING	4%		$ 235,000.00
GUARENTEED MAXIMUM PRICE			**$ 7,429,149.06**
OWNERS CONTINGENCY (Percentage of Cost of the Work)	3%		$ 185,000.00
CONTRACT PRICE			**$ 7,614,149.06**

GRANDVIEW ROADWAY IMPROVEMENTS - GMP

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
ROADWAY REMOVALS					
001	SAWCUT, REMOVE & DISPOSE ASPHALTIC CONCRETE PAVEMENT	9,500	SY	$ 10.00	$ 95,000.00
003	REMOVE & DISPOSE PORTLAND CEMENT CONCRETE	10,910	SF	$ 3.00	$ 32,730.00
004	REMOVE & SALVAGE DRIVEWAY/WALKWAY PAVERS	1,030	SF	$ 3.00	$ 3,090.00
005	REMOVE & DISPOSE FLAGSTONE PAVERS & BASE	315	SF	$ 4.00	$ 1,260.00
010	REMOVE & DISPOSE CONCRETE CURB & GUTTER	4,540	LF	$ 3.00	$ 13,620.00
020	REMOVE & DISPOSE CONCRETE VALLEY GUTTER	810	SF	$ 4.00	$ 3,240.00
060	REMOVE & SALVAGE MAILBOX	8	EA	$ 100.00	$ 800.00
RELOCATIONS & ADJUSTEMENTS					
101	RELOCATE STREET SIGN ON NEW POST	7	EA	$ 525.00	$ 3,675.00
130	ADJUST VALVE BOX & COVER	15	EA	$ 975.00	$ 14,625.00
140	ADJUST MANHOLE FRAME & COVER	13	EA	$ 1,540.00	$ 20,020.00
ROADWAY CONSTRUCTION					
201	PAVEMENT SECTION: 4" AC / 6" ABC	7,210	SY	$ 75.00	$ 540,750.00
203	PAVEMENT SECTION: 6" AC / 12" ABC OR MATCH EXISTING	260	SY	$ 115.00	$ 29,900.00
205	PAVEMENT SECTION: 8" PCCP / 8" ABC	3,670	SF	$ 25.00	$ 91,750.00
210	TYPE A VERTICAL CURB & GUTTER	220	LF	$ 40.00	$ 8,800.00
214	3' ROLL CURB (CATCH, SPILL & TRANSITIONS)	4,455	LF	$ 45.00	$ 200,475.00
215	MODIFIED ROLL CURB DRIVEWAY	8	EA	$ 500.00	$ 4,000.00
220	SIDEWALK	1,090	SF	$ 15.00	$ 16,350.00
221	SIDEWALK WITH INTREGAL CURB BACK OF SIDEWALK-2' MAX HEIGHT	590	SF	$ 45.00	$ 26,550.00
222	CURB RAMP (MAG STD DET. 236-5, FORMING AND DOMES)	4	EA	$ 5,315.00	$ 21,260.00
225	6' VALLEY GUTTER	10,340	SF	$ 26.00	$ 268,840.00
226	8' VALLEY GUTTER	860	SF	$ 25.00	$ 21,500.00
240	6" PCC / 3" ABC DRIVEWAY MATCH-UP	9,195	SF	$ 20.00	$ 183,900.00
242	PAVER DRIVEWAY/WALKWAY MATCH-UP	1,060	SF	$ 18.00	$ 19,080.00
243	GRAVEL DRIVEWAY MATCH-UP	180	SY	$ 90.00	$ 16,200.00
245	INSTALL FLAGSTONE PAVERS	315	SF	$ 35.00	$ 11,025.00
260	RELOCATE MAILBOX	8	EA	$ 530.00	$ 4,240.00
280	SURVEY MONUMENT, TYPE A	14	EA	$ 965.00	$ 13,510.00
STORMDRAIN REMOVAL					
041	REMOVE & DISPOSE MANHOLE	1	EA	$ 1,230.00	$ 1,230.00
050	REMOVE & DISPOSE STORMDRAIN	100	LF	$ 42.00	$ 4,200.00
051	REMOVE & DISPOSE CATCH BASIN	4	EA	$ 785.00	$ 3,140.00
STORMDRAIN CONSTRUCTION					
520	TRENCH DRAIN TYPE 'N' CATCH BASIN	1	EA	$ 37,050.00	$ 37,050.00
551	ADOT CURB WALL	580	SF	$ 58.00	$ 33,640.00
STRIPING & SIGNAGE					
601	STOP BAR	1	EA	$ 550.00	$ 550.00
602	CROSSWALK	1	EA	$ 850.00	$ 850.00
MISCELLANEOUS					
	MOBILIZATION & DEMOBILIZATION	1	LS	$ 37,260.00	$ 37,260.00
	SURVEY & STAKING	1	LS	$ 18,000.00	$ 18,000.00
	TRAFFIC CONTROL & MAINTENANCE	1	LS	$ 19,050.00	$ 19,050.00
	AS-BUILTS\RECORD DRAWINGS	1	LS	$ 9,500.00	$ 9,500.00
	SWPPP INSTALLATION & MAINTENANCE	1	LS	$ 7,245.00	$ 7,245.00
CONTRACT ALLOWANCES					
	SAND BAG REMOVAL ONLY - NO DUMP FEES INCLUDED	1	LS	$ 18,300.00	$ 18,300.00
	LANDSCAPING PER RESIDENCE	59	EA	$ 3,000.00	$ 177,000.00
	WALLS & FENCING	1	LS	$ 7,500.00	$ 7,500.00
	CUSTOM MAIL BOX	1	LS	$ 7,500.00	$ 7,500.00
SUMMARY					
COST OF WORK					**$ 2,048,205.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		9.68%			$ 198,360.00
SUBTOTAL #1 - Cost of the Work + GC's					**$ 2,246,565.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		10.50%			$ 235,889.33
SUBTOTAL #2 - Cost of the Work + GC's + Fee					**$ 2,482,454.33**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		0.90%			$ 22,342.09
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds					**$ 2,504,796.41**
INSURANCE (Percentage of Subtotal #3)		1.00%			$ 25,047.96
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance					**$ 2,529,844.38**
SALES TAX (Percentage of GMP)		5.97%			$ 150,981.11
CMAR CONTINGENCY & PRICE ESCALATION FUNDING		2%			$ 50,000.00
GMP					**$ 2,730,825.49**
OWNERS CONTINGENCY (Percentage of Cost of the Work)		2%			$ 50,000.00
CONTRACT PRICE					**$ 2,780,825.49**

LINDA VISTA CROSSING - GMP

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
SITE REMOVALS					
100	CONTRACTOR TO CLEAR, GRUB & ROUGH GRADE WITHIN GRADING LIMITS	1.0	LS	$ 8,500.00	$ 8,500.00
101	REMOVE & DISPOSE CONCRETE	295	SF	$ 3.00	$ 885.00
102	REMOVE & DISPOSE CONCRETE CURB & GUTTER	90	LF	$ 3.00	$ 270.00
103	REMOVE & DISPOSE OF EXISTING PONDEROSA TREE & STUMP	1	EA	$ 3,500.00	$ 3,500.00
105	REMOVE & DISPOSE OF EXISTING PONDEROSA TREE, STUMP TO REMAIN	1	EA	$ 850.00	$ 850.00
106	REMOVE & DISPOSE OF EXISTING CONCRETE HEADWALL	1	EA	$ 1,750.00	$ 1,750.00
107	REMOVE & SALVAGE ALL CONCRETE JERSEY BARRIERS AND/OR SANDBAGS	1	LS	$ 1,250.00	$ 1,250.00
110	REMOVE & REPLACE EXT WOOD FENCE TO LIMITS	1	LS	$ 2,750.00	$ 2,750.00
113	REMOVE & DISPOSE EXISTING WATERLINE AS NEEDED FOR CONSTRUCTION	80	LF	$ 50.00	$ 4,000.00
115	REMOVE & SALVAGE EXISTING STORMDRAIN	185	LF	$ 46.00	$ 8,510.00
116	REMOVE & SALVAGE EXISTING RIPRAP & GABION BASKETS	50	SY	$ 180.00	$ 9,000.00
117	SAW-CUT, REMOVE & DISPOSE OF EXISTING ASPHALT	415	SY	$ 10.00	$ 4,150.00
118	REMOVE & DISPOSE EXISTING BOLLARDS AS NEEDED TO CONSTRUCT CHANNEL	11	EA	$ 75.00	$ 825.00
EARTHWORK CONSTRUCTION					
	EARTHWORK	200	CY	$ 30.00	$ 6,000.00
ROADWAY CONSTRUCTION					
200	NEW 4" SIDEWALK	295	SF	$ 18.00	$ 5,310.00
201	NEW TYPE 'A' CONCRETE VERTICAL CURB & GUTTER	90	LF	$ 40.00	$ 3,600.00
202	NEW 4" AC \ 8" ABC	415	SY	$ 85.00	$ 35,275.00
204	NEW SAFETY RAIL - MODIFIED FUTS - ALLOWANCE (No sub quotes yet)	140	LF	$ 140.00	$ 19,600.00
WATER CONSTRUCTION					
300	NEW 8" CLASS 350 DIP (INCL VR & CASING PIPE)	60	LF	$ 535.00	$ 32,100.00
301	NEW 16" CLASS 350 DIP (INCL VR & CASING PIPE)	60	LF	$ 680.00	$ 40,800.00
304	NEW 1" ARV	1	EA	$ 4,050.00	$ 4,050.00
305	NEW 2" ARV	1	EA	$ 6,550.00	$ 6,550.00
DRAINAGE CONSTRUCTION					
500	NEW 15' X 5' OLSON CONCRETE ARCH CULVERT	1	LS	$ 307,000.00	$ 307,000.00
501	NEW 5' X 4' CONCRETE BOX CULVERT	1	LS	$ 75,500.00	$ 75,500.00
502	NEW CONTECH ARMORFLEX CLASS 40 - 4.75" BLOCK	265	SF	$ 110.00	$ 29,150.00
504	NEW 24" THICK, D50 = 18" RIPRAP WITH FILTER FABRIC	250	SY	$ 185.00	$ 46,250.00
508	NEW DOUBLE TYPE 'E' CATCH BASIN	2	EA	$ 9,725.00	$ 19,450.00
509	NEW 18" CMP STORMDRAIN	10	LF	$ 365.00	$ 3,650.00
510	NEW 7' X 10' CONCRETE JUNCTION STRUCURE	1	EA	$ 27,300.00	$ 27,300.00
511	NEW 3' WIDE EARTH BERM	160	LF	$ 45.00	$ 7,200.00
512	NEW MATERIAL CONNECTION	1	EA	$ 1,250.00	$ 1,250.00
SIGNAGE & STRIPING					
600	NEW 6" WHITE LANE STRIPING	425	LF	$ 3.00	$ 1,275.00
601	NEW 4" DOUBLE YELLOW STRIPE	140	LF	$ 4.00	$ 560.00
FRANCHISE UTILITIES					
*108	CONTRACTOR TO COORDINATE WITH APS FOR RELOCATION OF FACILITIES	1	LS	$ 2,500.00	$ 2,500.00
*114	COORDINATE WITH UNISOURCE FOR RELOCATION OF MAINS & TRENCHING	140	LF	$ 105.00	$ 14,700.00
MISCELLANEOUS					
	MOBILIZATION & DEMOBILIZATION	1	LS	$ 63,500.00	$ 63,500.00
	SURVEY & STAKING	1	LS	$ 13,600.00	$ 13,600.00
	TRAFFIC CONTROL & MAINTENANCE	1	LS	$ 32,900.00	$ 32,900.00
	AS-BUILTS\RECORD DRAWINGS	1	LS	$ 9,500.00	$ 9,500.00
	SWPPP INSTALLATION & MAINTENANCE	1	LS	$ 16,300.00	$ 16,300.00
ALLOWANCES					
	BOX CULVERT TEMPORARY FLOW CONTROL MEASURES	1	LS	$ 10,000.00	$ 10,000.00
	ROCK EXCAVATION	1	LS	$ 5,000.00	$ 5,000.00
SUMMARY					
COST OF WORK					**$ 886,110.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		9.54%			$ 84,500.00
SUBTOTAL #1 - Cost of the Work + GC's					**$ 970,610.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		10.50%			$ 101,914.05
SUBTOTAL #2 - Cost of the Work + GC's + Fee					**$ 1,072,524.05**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		0.90%			$ 9,652.72
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds					**$ 1,082,176.77**
INSURANCE (Percentage of Subtotal #3)		1.00%			$ 10,821.77
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance					**$ 1,092,998.53**
SALES TAX (Percentage of GMP)		5.97%			$ 65,230.15
CMAR CONTINGENCY & PRICE ESCALATION FUNDING		3%			$ 25,000.00
GMP					**$ 1,183,228.69**
OWNERS CONTINGENCY (Percentage of Cost of the Work)		3%			$ 25,000.00
CONTRACT PRICE					**$ 1,208,228.69**

LINDA VISTA - CEDAR CHANNEL - GMP

PHASE 1

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
SITE REMOVALS					
100	CLEAR, GRUB & ROUGH GRADE WITHIN GRADING LIMITS	1.0	LS	$ 24,650.00	$ 24,650.00
101	REMOVE & DISPOSE CONCRETE	195	SF	$ 4.00	$ 780.00
103-105	REMOVE & DISPOSE OF TREES & VEGITATION - PER MARKINGS	1	LS	$ 135,000.00	$ 135,000.00
107	REMOVE & SALVAGE ALL CONCRETE JERSEY BARRIERS	1	LS	$ 1,800.00	$ 1,800.00
109	REMOVE & REPLACE EXISTING CHAIN LINK FENCE				
110	REMOVE & REPLACE EXISTING WOOD FENCE				
112	REMOVE & RELOCATE EXISTING DRY ROCK RETAINING WALL				
116	REMOVE & SALVAGE EXISTING RIPRAP				
117	SAW-CUT, REMOVE & DISPOSE EXT STORM DRAIN				
EARTHWORK CONSTRUCTION					
	EARTHWORK (CUT & FILL)				
DRAINAGE CONSTRUCTION					
204	NEW 4" COMPACTED AB				
502	NEW CONTECH ARMORFLEX CLASS 40 BLOCK				
503	NEW SHOTCRETE CHANNEL				
505	NEW CONCRETE SPILLWAY				
507	NEW END SECTION				
512	NEW MATERIAL CONNECTION				
513	WRAP POWER POLE WITH 1/2" ASPHALT EXPANSION JOINT				
514	NEW END SECTION				
FRANCHISE UTILITIES					
*108	CONTRACTOR TO COORDINATE WITH APS	1	LS	$ 5,000.00	$ 5,000.00
*114	COORDINATE WITH UNISOURCE FOR RELOCATE MAIN & SERVICES	2,140	LF	$ 65.00	$ 139,100.00
MISCELLANEOUS					
	MOBILIZATION & DEMOBILIZATION	1	LS	$ 18,500.00	$ 18,500.00
	SURVEY & STAKING	1	LS	$ 9,500.00	$ 9,500.00
	TRAFFIC CONTROL & MAINTENANCE	1	LS	$ 5,000.00	$ 5,000.00
	AS-BUILTS\RECORD DRAWINGS	1	LS	$ 4,500.00	$ 4,500.00
	SWPPP INSTALLATION & MAINTENANCE	1	LS	$ 17,500.00	$ 17,500.00
CONTRACT ALLOWANCES					
	SAND BAG REMOVAL & REPLACEMENT	1	LS	$ 5,000.00	$ 5,000.00
	ROCK EXCAVATION	250	CY	$ 100.00	$ 25,000.00
SUMMARY					
COST OF WORK					**$ 391,330.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		8.56%			$ 33,500.00
SUBTOTAL #1 - Cost of the Work + GC's					**$ 424,830.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		10.50%			$ 44,607.15
SUBTOTAL #2 - Cost of the Work + GC's + Fee					**$ 469,437.15**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		0.90%			$ 4,224.93
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds					**$ 473,662.08**
INSURANCE (Percentage of Subtotal #3)		1.00%			$ 4,736.62
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance					**$ 478,398.71**
SALES TAX (Percentage of GMP)		5.97%			$ 28,550.83
CMAR CONTINGENCY & PRICE ESCALATION FUNDING		3%			$ 10,000.00
GMP					**$ 516,949.54**
OWNERS CONTINGENCY (Percentage of Cost of the Work)		3%			$ 10,000.00
CONTRACT PRICE					**$ 526,949.54**

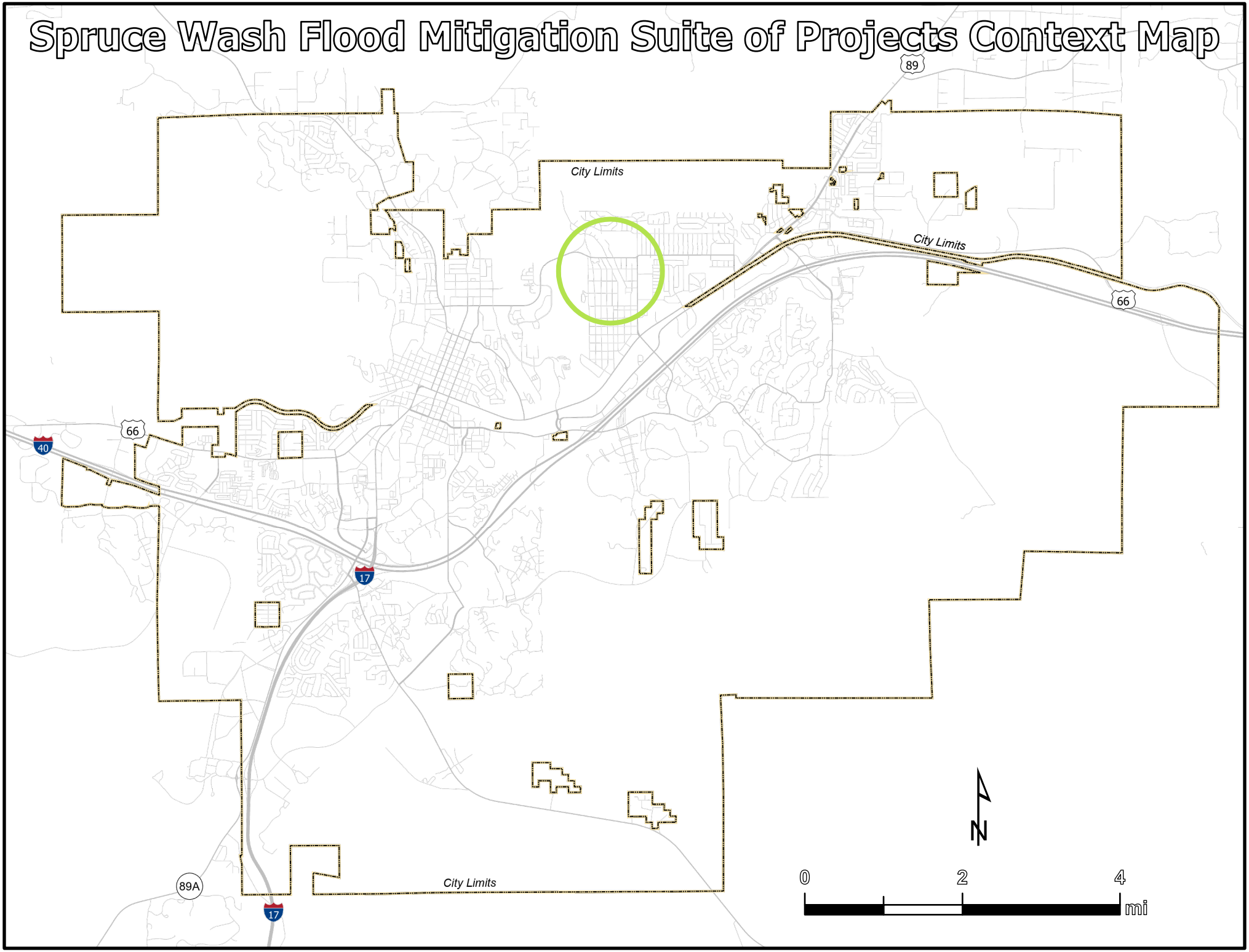
THE WEDGE DETENTION BASIN - GMP PHASE 2

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
ROADWAY REMOVALS					
001	SAWCUT, REMOVE & DISPOSE ASPHALTIC CONCRETE PAVEMENT	4,304	SY	$ 10.00	$ 43,041.11
003	REMOVE & DISPOSE PORTLAND CEMENT CONCRETE	3,325	SF	$ 3.00	$ 9,975.00
010	REMOVE & DISPOSE CONCRETE CURB & GUTTER	745	LF	$ 4.00	$ 2,980.00
020	REMOVE & DISPOSE CONCRETE VALLEY GUTTER	1,500	SF	$ 4.00	$ 6,000.00
090	REMOVE & DISPOSE TREES				
RELOCATIONS & ADJUSTEMENTS					
101	RELOCATE STREET SIGN ON NEW POST				
130	ADJUST VALVE BOX & COVER				
140	ADJUST MANHOLE FRAME & COVER				
ROADWAY CONSTRUCTION					
203	PAVEMENT SECTION: 6" AC / 8" ABC				
210	TYPE A VERTICAL CURB & GUTTER				
218	ROLL TO VERTICAL CURB TRANSITION				
220	SIDEWALK				
226	8' VALLEY GUTTER				
230	6" PCC / 3" ABC RESIDENTIAL DRIVEWAY (5' DEEP)				
231	9" PCC / 3" ABC COMMERCIAL DRIVEWAY (5' DEEP)				
232	6" PCC/ 3" ABC RESIDENTAIL DRIVEWAY (3' DEEP)				
240	6" PCC / 3" ABC DRIVEWAY MATCH-UP				
243	GRAVEL DRIVEWAY MATCHUP				
250	6' CHAIN LINK FENCE				
252	FUTS RAIL				
253	FUTS RAIL, MODIFIED				
254	GATE				
280	SURVEY MONUMENT, TYPE A (INTERSECTION)				
281	SURVEY MONUMENT, TYPE B (GEOMETRY)				
290	T-TOP TRENCH	528	SY	$ 130.00	$ 68,640.00
WATER REMOVAL					
032	REMOVE & SALVAGE FIRE HYDRANT. REMOVE & DISPOSE VALVE CAN. ABANDON VALVE & A	0	EA	$ -	$ -
035	REMOVE & DISPOSE WATER SERVICE, SALVAGE METER	1	EA	$ 950.00	$ 950.00
037	REMOVE & DISPOSE WATER VALVE, PLUG OR CAP EXISTING TAPPING SLEEVE	1	LS	$ 800.00	$ 800.00
038	REMOVE & DISPOSE WATER MAIN	180	LF	$ 30.00	$ 5,400.00
WATER CONSTRUCTION					
301	8" CLASS 305 C-900 PVC WATERLINE (INCLUDES VR)	225	LF	$ 205.00	$ 46,125.00
310	8" GATE VALVE , BOX, COVER, AND ASSEMBLY	2	EA	$ 2,995.00	$ 5,990.00
320	FIRE HYDRANT ASSEMBLY	0	EA	$ -	$ -
330	3/4" COPPER WATER SERVICE	1	EA	$ 2,550.00	$ 2,550.00
332	ADJUST WATER SERVICE (ALLOWANCE)	1	EA	$ 950.00	$ 950.00
371	1" ARV (ALLOWANCE)	2	EA	$ 3,970.00	$ 7,940.00
372	VERTICAL WATERLINE REALIGNMENT (6-IN) (ALLOWANCE)	1	EA	$ -	$ -
373	VERTICAL WATERLINE REALIGNMENT (8-IN) (ALLOWANCE)	1	EA	$ -	$ -
SEWER REMOVAL					
040	REMOVE & DISPOSE SEWER LINE - AS NEEDED FOR CONFLICTS	175	LF	$ 55.00	$ 9,625.00
041	REMOVE & DISPOSE MANHOLE	4	EA	$ 1,200.00	$ 4,800.00
043	REMOVE & DISPOSE SEWER SERVICE	5	EA	$ 1,050.00	$ 5,250.00
045	CUT, PLUG & ABANDON SEWER LINE (ALLOWANCE)	9	EA	$ 850.00	$ 7,650.00
SEWER CONSTRUCTION					
402	60" MANHOLE (WATER TIGHT), DROP CONNECTION	3	EA	$ 13,750.00	$ 41,250.00
404	60" MANHOLE (WATER TIGHT)	2	EA	$ 11,500.00	$ 23,000.00
410	8” DIA. SDR-35 PVC SANITARY SEWER MAIN	425	LF	$ 255.00	$ 108,375.00
421	4” DIA. SDR-35 PVC DEEP SEWER SERVICE & CLEANOUT	5	EA	$ 2,350.00	$ 11,750.00
430	CASING AT SPRUCE BOX FOR 8"	50	LF	$ 160.00	$ 8,000.00
480	EXTRA PROTECTION (ALLOWANCE)	2	EA	$ 1,850.00	$ 3,700.00
STORMDRAIN REMOVAL					
041	REMOVE & DISPOSE MANHOLE	3	EA	$ 1,050.00	$ 3,150.00
050	REMOVE & DISPOSE STORMDRAIN	450	LF	$ 35.00	$ 15,750.00
051	REMOVE & DISPOSE CATCH BASIN	2	EA	$ 1,250.00	$ 2,500.00
STORMDRAIN CONSTRUCTION					
501	60” RGRCP STORM DRAIN	780	LF	$ 585.00	$ 456,300.00
501.1	60” RGRCP STORM DRAIN (BEVELED)	196	LF	$ 675.00	$ 132,300.00
503	60" X 48" BOX CULVERT	200	LF	$ 965.00	$ 193,000.00
506	24” SRP STORM DRAIN	667	LF	$ 195.00	$ 130,065.00
507	24" RGRCP - PRESSURE RATED	21	LF	$ 295.00	$ 6,195.00
508	18” RGRCP	98	LF	$ 265.00	$ 25,970.00
510	STORM DRAIN MANHOLE (60")	1	EA	$ 16,190.00	$ 16,190.00

THE WEDGE DETENTION BASIN - GMP PHASE 2

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
511	STORM DRAIN VAULT: 10' X 7'	1	EA	$ 27,300.00	$ 27,300.00
512	STORM DRAIN VAULT: 7' X 6' WITH CONTROL GATE				
513	STORM DRAIN PRESSURE MANHOLE (60")	2	EA	$ 19,500.00	$ 39,000.00
515	CONCRETE COLLAR: MAG 505	1	EA	$ 3,500.00	$ 3,500.00
517	STORM DRAIN LATERAL CONNECTION	2	EA	$ 1,500.00	$ 3,000.00
518	STORM DRAIN TEE CONNECTION	2	EA	$ 1,250.00	$ 2,500.00
520	TRENCH DRAIN TYPE 'N' CATCH BASIN, MODIFIED	1	EA	$ 8,060.00	$ 8,060.00
522	STORM DRAIN VAULT: DETENTION BASIN OUTLET CONTROL				
525	TYPE I CATCH BASIN - MAG 542	3	EA	$ 16,570.00	$ 49,710.00
526	TYPE 3 CATCH BASIN - ADOT C15.20	1	EA	$ 18,950.00	$ 18,950.00
527	TYPE B CATCH BASIN - MAG 531	1	EA	$ 10,450.00	$ 10,450.00
528	48" STORM MANHOLE	3	EA	$ 15,800.00	$ 47,400.00
530	EXCAVATE DETENTION BASIN				
540	EROSION PROTECTION: RIPRAP				
541	ACCESS RAMP: RIPRAP WITH SOIL MIX				
542	EROSION PROTECTION: NON-WOVEN EROSION CONTROL BLANKET				
543	EROSION PROTECTION: HYDROSEED				
550	RETAINING WALL: ADOT DETAIL				
560	PLUNGE POOL / ENERGY DISSIPATOR				
570	STORM WATER INLINE CHECK VALVE 18"	1	EA	$ 10,800.00	$ 10,800.00
571	STORM WATER INLINE CHECK VALVE 24"	1	EA	$ 13,200.00	$ 13,200.00
STRIPING & SIGNAGE					
601	STOP BAR				
602	CROSS WALK				
603	6" WHITE LANE STRIPE				
604	4" DOUBLE YELLOW WITH BROKEN INSIDE STRIPE				
605	4" DOUBLE YELLOW STRIPE				
606	8" WHITE LANE STRIPE				
607	BIKE LANE SYMBOL				
608	CROSS HATCH STRIPING				
609	PAVEMENT MARKING ARROW				
MISCELLANEOUS					
	MOBILIZATION & DEMOBILIZATION	1	LS	$ 40,000.00	$ 40,000.00
	SURVEY	1	LS	$ 28,750.00	$ 28,750.00
	TRAFFIC CONTROL	1	LS	$ 58,000.00	$ 58,000.00
	AS-BUILT MEASUREMENTS/RECORD DRAWINGS	1	LS	$ 10,000.00	$ 10,000.00
	EROSION CONTROL/SWPPP	1	LS	$ 14,250.00	$ 14,250.00
CONTRACT ALLOWANCES					
	ROCK EXCAVATION	1,250	CY	$ 185.00	$ 231,250.00
	TEMP PATCH FOR ROADWAY	3,000	CY	$ 45.00	$ 135,000.00
	UTILITY TRENCHING (25% OF TOTAL TRENCH LENGTH, 10')	200	CY	$ 85.00	$ 17,000.00
	SAND BAG REMOVAL & REPLACEMENT	1	LS	$ 1,500.00	$ 1,500.00
	SEWER BYPASS PUMPING	1	LS	$ 15,000.00	$ 15,000.00
	OVEREXAVATION FOR RETAINING WALL PER GEOTECH				
	SLURRY BACKFILL FOR RETAINING WALL FOOTING PER GEOTECH				
	SHORING FOR WEDGE RETAINING WALL				
	DETENTION BASIN FLOW CONTROL SLIDE GATE				
	DETENTION BASIN ELECTRICAL SERVICE FOR FLOW CONTROL SLIDE GATE				
SUMMARY					
COST OF WORK					**$ 2,190,781.11**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		8.95%			$ 196,000.00
SUBTOTAL #1 - Cost of the Work + GC's					**$ 2,386,781.11**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		10.50%			$ 250,612.02
SUBTOTAL #2 - Cost of the Work + GC's + Fee					**$ 2,637,393.13**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		0.90%			$ 23,736.54
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds					**$ 2,661,129.67**
INSURANCE (Percentage of Subtotal #3)		1.00%			$ 26,611.30
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance					**$ 2,687,740.96**
SALES TAX (Percentage of GMP)		5.97%			$ 160,404.38
CMAR CONTINGENCY & PRICE ESCALATION FUNDING		7%			$ 150,000.00
GMP					**$ 2,998,145.34**
OWNERS CONTINGENCY (Percentage of Cost of the Work)		5%			$ 100,000.00
CONTRACT PRICE					**$ 3,098,145.34**

Spruce Wash Flood Mitigation Suite of Projects Context Map





Spruce Wash Suite of Projects GMP #2 Vicinity

0 0.05 0.1 0.2 0.3 0.4

mi

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

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CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION
Design-Build OR CMAR Contracts

PROJECT NO. Multiple See Attached **PROJECT NAME:** Spruce Wash Suite - Multiple See Attached

FILE NO. Multiple See Attached **Project Manager:** Eli Reisner

CONTRACTOR/CONSULTANT: Eagle Mountain Construction (EMC)

PROJECT DESCRIPTION:
The CMAR delivered Proposition 441 funded Spruce Wash Flood Mitigation Suite of Projects and portions of projects including the roadway portion of the Grandview Project, the Linda Vista Crossing Project, the franchise utility portions of the Linda Vista to Cedar (LV-C) Channel Project, and the utilities portion of the Wedge Detention Basin Project.

JUSTIFICATION FOR USE AND AMOUNT:
Contractor's Contingency Justification and Amount:
Contractors Contingency of $235,000.00 was negotiated and was recognized to be necessary to compensate Eagle Mountain Construction to address the following items where details could not be determined at the time of contracting:

- Increase in material costs.
- Basing GMP on anywhere from 100% to 60% complete plans for the above referenced projects.

Owner's Contingency Justification and Amount:
Owner's Contingency of $185,000.00 was recognized to be necessary to compensate EMC to address the following items where details could not be determined at the time of contracting:

- Additional unidentified services, unsuitable native material, scope, and other unidentified differing site conditions.

The $185,000.00 Owner's Contingency is roughly 2.5% of the $7,429,149.06 Guaranteed Maximum Price #2 proposed by EMC to complete the Projects listed above, which combined equals the Contract Price of $7,614,149.06. If this Project were utilizing tradition project delivery methods, this amount would be within the allowable limits for a Contract Allowance per the Procurement Code revisions approved by Council on April 16, 2019.

COST/BUDGET/FUNDING SOURCE ANALYSIS:
Contractor's & Owner's Contingency:
Contractor's and Owner's Contingencies are recommended to be in the Total Contract Price and can be funded by the following:

Project / Portion of Project	FY24	FY25	Budget Line	Account Number
Grandview Roadway	$6,500,372	$0	Grandview	410-08-385-3527-3
Linda Vista Crossing	$557,104	$847,371	Linda Vista Crossing	410-08-385-3526-3
LV-C Channel Franchise Utilities	$2,359,852	$1,725,298	Cedar to Linda Vista Channel	410-08-385-3525-3
Wedge Utilities	$1,842,868	$2,705,203	The Wedge	410-08-385-3570-3

APPROVAL: **Signature** **Date:**

Project Manager Eli R Reisner **Approval Recommended** 2/14/2024

Program Manager _____ **Approval Recommended** _____

Section Head Jim Hess **Approval Recommended** 2/15/24

Division Head _____ **Approval Recommended** 2/15/24

Definitions

Owner's Contingency (Design/Build or Construction Manager at Risk)

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages.

The Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder/CMAR, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used

Contractor's Contingency (Design/Build or Construction Manager at Risk)

"Design-Builder's/CMAR Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder/CMAR, usually for costs that result from Project circumstances. The amount of the Design-Builder's/CMAR Contingency will be negotiated as a separate line item in each GMP package.

Use and management of the Design-Builder's/CMAR Contingency:

Design-Builder's/CMAR Contingency is an amount the Design-Builder/CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder/CMAR Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

When the Design-Builder/CMAR utilizes Design-Builder's/CMAR Contingency funds, the Design-Builder/CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder/CMAR shall deduct the amount of Design-Builder's/CMAR Contingency funds used from the Design-Builder's/CMAR Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's/CMAR Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

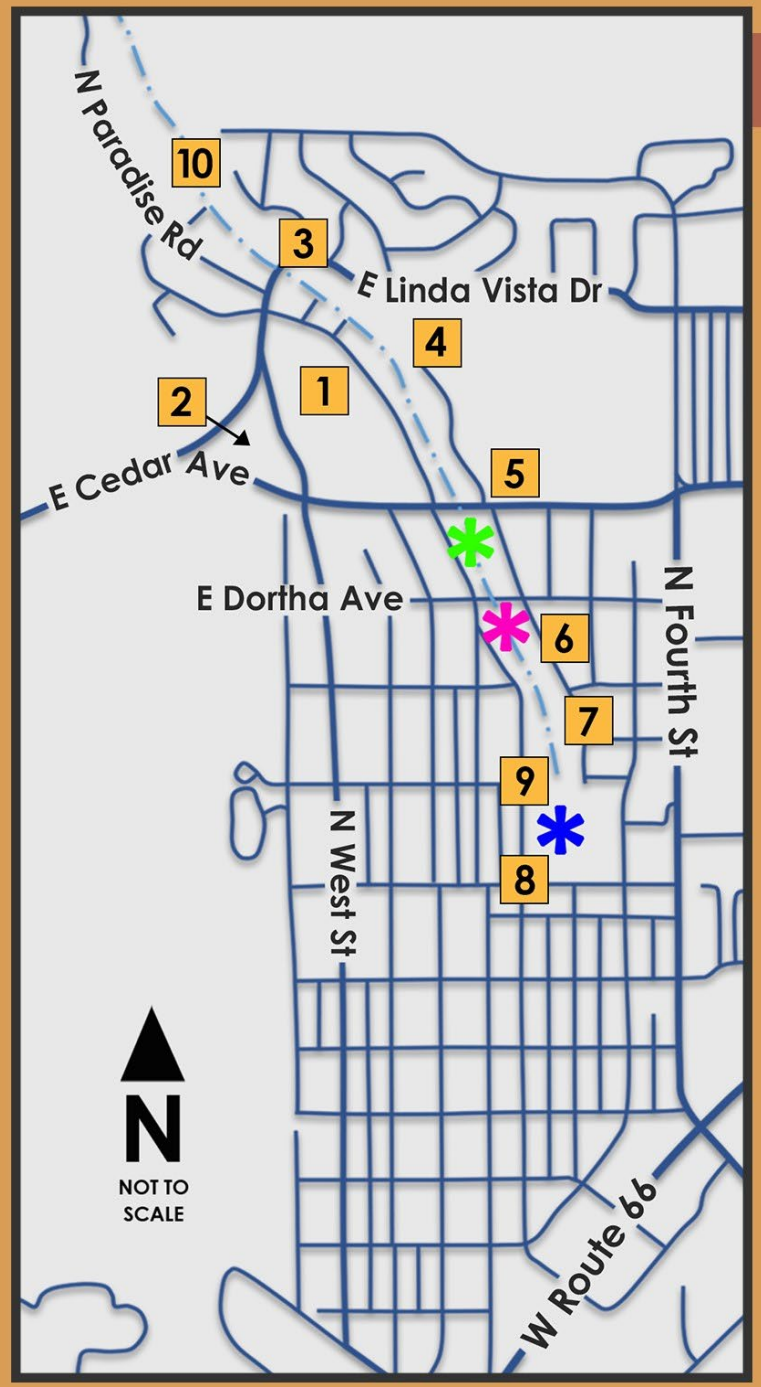
Project	Project No.	File No.
Grandview Roadway	WS3527	03-23014
Linda Vista Crossing	WS3526	03-23013
LV-C Channel Franchise Utilities	WS3525	03-23012
Wedge Utilities	WS3570	03-23015

Spruce Wash

Amendment One to the CMAR Construction Services Agreement

TEAM FLAGSTAFF
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Suite of Projects



Key Flood Projects

1. *Grandview Drive Reconstruction*
2. *"The Wedge" Detention Basin*
3. *Linda Vista Drive Crossing*
4. *Cedar Avenue to Linda Vista Drive Channel*
5. *Cedar Avenue Crossing*
6. *Arroyo Seco Drive to Dortha Avenue Channel*
7. *Arroyo Seco Drive Inlet*
8. *Killip Basins Outlet*
9. *Killip Basins Inlet*
10. *Park Way Basins*

Completed Key Flood Projects

- *Spruce Wash Channel Improvements Project (Cedar Avenue to Dortha Avenue)*
- *Spruce Wash Channel Improvements Project (Dortha Avenue Inlet)*
- *Killip School Regional Detention Basins Project*

Amendment One - Projects

- Grandview
  - Roadway Portion
- Linda Vista Crossing
- Linda Vista to Cedar Channel
  - Franchise Utility Portion
- The Wedge
  - Utilities Portion
- Property Acquisition



Amendment One - Costs

- GMP#1: $2.9M
- GMP#2: $7.4M
- Owner Contingency: $185K
- Amendment One: $7.6M
- Total Contract Price: $10.5M
- Contract Duration
  - Original 845-calendar days
  - Adding 180-calendar days
  - Total 1,025-calendar days



Amendment One - Schedule

- Grandview Roadway
  - Spring 2024 – Summer 2024
- Linda Vista Crossing
  - Spring 2024 – Fall 2024
- Linda Vista to Cedar Channel
  - Franchise Utility Portion
  - Spring 2024 – Summer 2024
- The Wedge
  - Utilities Portion
  - Summer 2024 – Spring 2025



Community Involvement

- 18 Council / Community Meetings
- Addition Community Meeting this Spring
- 11 project notices distributed
- Weekly Enews Letters
- Website: museumfloodprojects.com
- Email: info@museumfloodprojects.com
- Project Hotline: (928) 255-5123
- Beta PR
- Eagle Mountain Construction

SCAN ME

Questions?

SCAN ME

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Co-Submitter:	Anja Wendel
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE:

Consideration and Adoption of Ordinance 2024-05: An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property for the Killip Inlet as part of the Spruce Wash Channel Improvements Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-05 by title only for the final time
2. City Clerk reads Ordinance No. 2024-05 by title only (if approved above)
3. Adopt Ordinance No. 2024-05

Executive Summary:

The Killip Basins Inlet, a segment of the Spruce Wash Channel Improvement Projects, will be constructed into the Killip School Regional Detention Basins to connect the basins to the existing storm water conveyance to provide a controlled flow into the detention basins. In order to construct and maintain the inlet, a portion of the real property identified as Coconino County Assessor Parcel nos. 109-09-015A and 109-09-058 is required.

The City has an opportunity to use grant funding under a Grant Agreement with the Arizona Department of Emergency Management (DEMA) for the Pre-Disaster Mitigation Grant Award for Museum Post-Fire Flood Mitigation Property Acquisition (EMF-2023-PD-0002) to purchase both parcels if the property owner voluntarily agrees to sale, structures are removed from the flood prone areas, and the land is dedicated as open space (federal regulations allow limited recreational use of open space).

This ordinance authorizes staff to acquire all or a portion of the real property. City staff will be offering to pay just compensation to the property owner for purchase of the real property, based on appraised value. If the City is unable to reach an agreement with the property owner despite good faith negotiations, City Council will have the opportunity at a future public meeting to decide whether to adopt a resolution authorizing condemnation.

Financial Impact:

All Proposition 441 Spruce Wash projects are budgeted in the City of Flagstaff GO bond capital project fund which is funded through the secondary property tax authorized, approved by voters in 2022 for $26 million of flood relief in the Spruce Wash watershed associated with the 2019 Museum Fire. The grant, if utilized for the acquisition, was not budgeted as part of the FY2023-24 budget.

Policy Impact:

N/A

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- High Performing Governance - Enhance the organization's fiscal stability & increase efficiency & effectiveness
- Environmental Stewardship - Promote, protect & enhance a healthy sustainable environment & its natural resources

Has There Been Previous Council Decision on This:

On November 7, 2023, Council approved the grant award with DEMA for the Pre-Disaster Mitigation Grant Award for Museum Post-Fire Flood Mitigation Property Acquisition which may be used to acquire these property interests authorized for acquisition in this ordinance.

Attachments: Ord. 2024-05
Exhibit 1: Legal Descriptions
Map of Area

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR THE KILLIP INLET AS PART OF THE SPRUCE WASH CHANNEL IMPROVEMENTS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to acquire real property, pursuant to the Article I, Section 3 of the Flagstaff City Charter; and

WHEREAS, acquisition of real property is to be approved by ordinance, pursuant to Article VII, Section 5 of the Flagstaff City Charter; and

WHEREAS, the City desires to acquire real property for the Killip Inlet as part of the Spruce Wash Channel Improvements Project, a project that will help mitigate post-fire flooding risks in east Flagstaff, and to add open space to Ponderosa Park, each a public use; and

WHEREAS, the City desires to retain flexibility as to the scope of the real property acquisition based upon numerous factors, including but not limited to the City's ability to reach a voluntary agreement with the property owner for purchase, the ability to use grant funding under the Grant Agreement with DEMA for the Pre-Disaster Mitigation Grant Award for Museum Post-Fire Flood Mitigation Property Acquisition (EMF-2023-PD-0002) to help pay for the purchase, and just compensation to be paid for the real property interest(s) to be acquired.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the acquisition of all or part of the real property identified as Coconino County Assessor Parcel nos. 109-09-015A and 109-09-058, and legally described and depicted in the attached Exhibit 1 in the City of Flagstaff ("the Property"). The Property may be acquired through purchase, exchange, gift, donation, dedication, or condemnation for a public use; provided, however, prior to commencement of any condemnation proceeding the City Council shall adopt a separate resolution authorizing condemnation for the real property interest(s) to be acquired for a public use.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, Community Development Director, Real Estate Manager, City Attorney or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire all or part of the Property and to carry out the purpose and intent

of this ordinance.

SECTION 3. Repeal of Conflicting Ordinances.

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

SECTION 4. 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 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 become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of March, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit 1 – Legal descriptions and maps

EXHIBIT 1

Legal Description of APN 109-09-051A

Lots 1 and 2, SUNNYSIDE NORTH ANNEX NO. 7, as shown on the plat thereof, recorded in Book 2 of Maps, Page 81, records of Coconino County, Arizona.

Depiction of APN 109-09-051A



EXHIBIT 1 (CONT.)

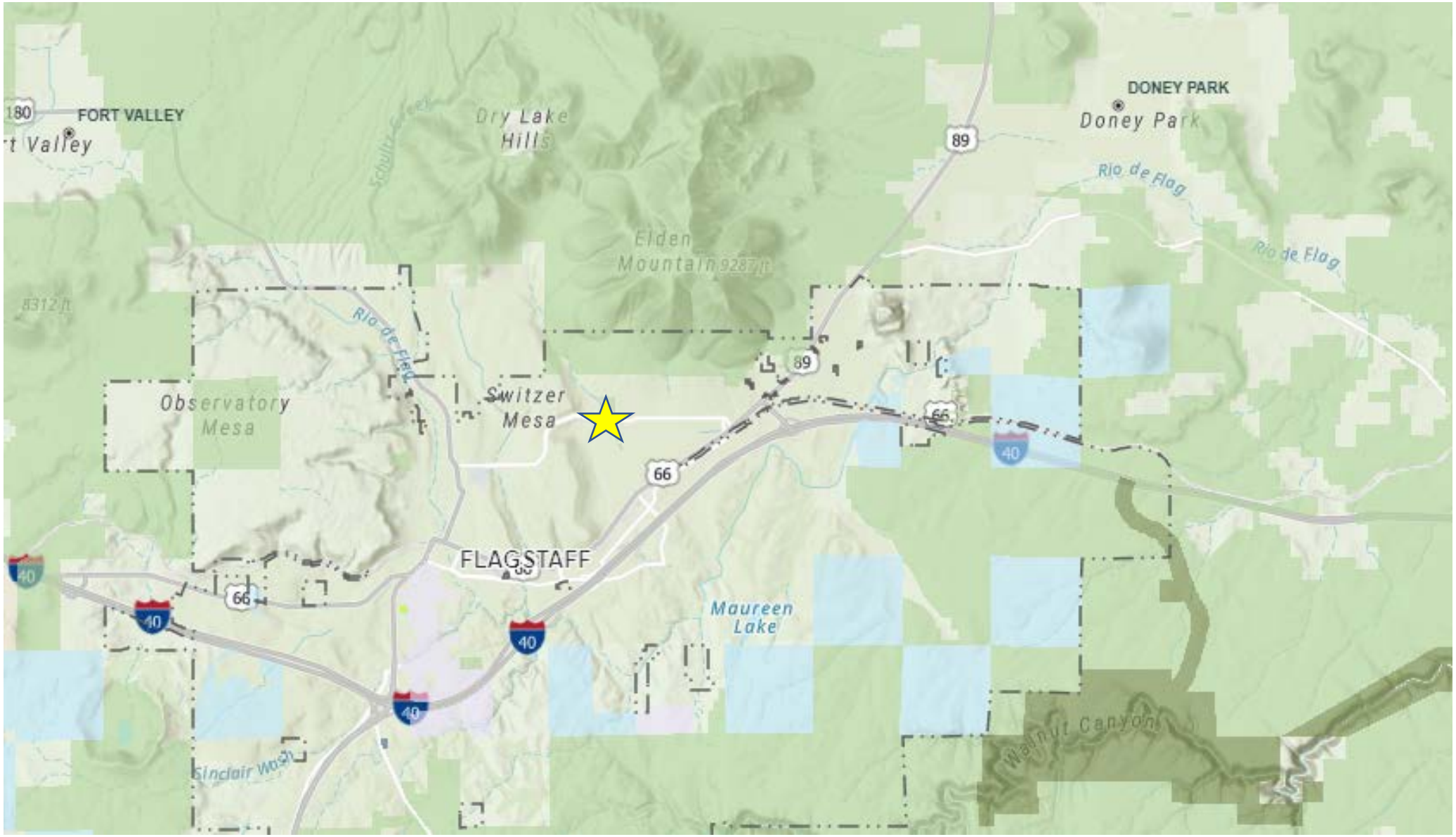
Legal Description of APN 109-09-058

Tract A, SUNNYSIDE NORTH ANNEX NO. 7, as shown on the plat thereof, recorded in Book 2 of Maps, Page 81, records of Coconino County, Arizona.

Depiction of APN APN 109-09-058



Vicinity Map



E DORTHA AVE
N ARIS ST
N ELLEN ST
N ROSE ST
N MAIN ST
N EAST ST
N WEST ST
N IZABEL ST
N CENTER ST
E FELICE AVE
N FIRST ST
N THIRD ST
N FOURTH ST
E GREENLAW LN
E COLANTHE AVE
Park
Fourth Street
Commercial Corridor
Neighborhood
City of Flagstaff

PLOTTED: Mar 08, 2023--3:05pm

FILE: \\VR-FILEFLAG.SWAZ.COM\PROJECTS\2023\223059\DRAWINGS\PRELIM KILLIP CONNECTION\C3D-KILLIP CONNECTION.DWG HSCHNOEBELEN

SPRUCE WASH

PROPOSED INLET STRUCTURE

N 1ST STREET

N ROSE STREET

PROPOSED BOX CULVERT

E ARROYO SECO DRIVE

PONDEROSA PARK

E ARROYO SECO DRIVE

PROPOSED OUTLET STRUCTURE

PROPOSED REGIONAL DETENTION
(CHANNEL OUTFALL)

KILLIP ELEMENTARY
SCHOOL

SCALE 1" : 30'
0 15 30

PRELIMINARY

NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

FLAGSTAFF
ARIZONA

SPRUCE WASH

KILLIP CONNECTION

JOB NO:	20285
DATE:	MAR 23
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	
CHECKED:	SCI

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax

www.swaz.com

Call at least two full working days
before you dig, it's the law.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
EX01

SHT NO.	OF
1	2

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Caputo, Human Resources Manager

Date: 02/28/2024

Meeting Date: 03/05/2024

TITLE:

Consideration and Adoption of Ordinance No. 2024-08: An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System by amending the Employee Handbook of Regulations, Section 1-70-030 Retiree Insurance; providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the March 5, 2024 Council Meeting:

1) Read Ordinance No. 2024-08 by title only for the first time
2) City Clerk reads Ordinance No. 2024-08 by title only (if approved above)

At the March 19, 2024 Council Meeting:

3) Read Ordinance No. 2024-08 by title only for the final time
4) City Clerk reads Ordinance No. 2024-08 by title only (if approved above)
5) Adopt Ordinance No. 2024-08

Executive Summary:

The Northern Arizona Public Employees Benefit Trust (NAPEBT) board voted in favor of phasing out the retiree insurance program. This decision was made due to multiple factors. 1) The Arizona State Retirement System (ASRS) retiree benefit program has become more comparable to the City's retiree insurance program. ASRS currently offers four plans through United Healthcare including a plan for retirees living outside of Arizona. 2) A network disruption analysis was conducted to determine if there is adequate access to providers in and around Flagstaff and showed there would be minimal disruption. 3) When NAPEBT evaluated the true cost of the retiree benefit program (unblended rates) the Arizona State Retirement System plans were between $6,000 and $17,000 less than the NAPEBT contribution rates on an annual basis. 4) The estimated savings in claims and expenses for the first year after implementation was approximately $296,000 and savings would continue to compound each year to over $11.9 million through FY2032. 5) The estimated reduction in Other Post-Employment Benefits (OPEB) liability reported for the NAPEBT's 4 major employers' June 30, 2022 financial statements was approximately a combined $24 million. This impacts each individual employer and the amount of liability they carry due to subsidizing the retiree benefit program.

Financial Impact:

Eliminating the retiree insurance will help us control benefits costs and will positively impact the GASB liability.

Policy Impact:

The Employee Handbook amendment being considered modifies the language to clarify retiree insurance eligibility, stating "The City offers medical and dental insurance to eligible retirees who began working for the City of Flagstaff on or before June 30, 2024, under certain terms and conditions, all of which are subject to change in part or in whole depending on policy changes made by the Northern Arizona Public Employees Benefit Trust (NAPEBT)." It also removes the reference to the NAPEBT Administrative Manual.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Become an employer of choice and provide employees with the necessary tools, training, and support.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Adopt the ordinance.
2. Update the ordinance.
3. Suggest an alternative to the ordinance.

Expanded Options and Alternatives:

Inform.

Attachments: Ord. 2024-08
Addendum 33

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-70-030 RETIREE INSURANCE; 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 the proposed 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:

The Flagstaff City Code, Chapter 1-14, Personnel System, is hereby amended by adopting the amendments contained in Addendum 33 to the Employee Handbook of Regulations ("Handbook"), as follows.

The Employee Handbook of Regulations, Section 1-70-030 Retiree Insurance, is hereby amended by as shown below (additions are underlined, deletions are stricken):

1-70-030. RETIREE INSURANCE

The City ~~may provide~~ OFFERS medical and dental insurance ~~for~~ TO eligible City retirees WHO BEGAN WORKING FOR THE CITY OF FLAGSTAFF ON OR BEFORE JUNE 30, 2024, under certain terms and conditions, all of which are subject to change in part or in whole depending on policy changes made by the Northern Arizona Public Employees Benefit Trust (NAPEBT). ~~Refer to the Retiree Insurance Chapter of the NAPEBT Administrative Manual.~~

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 19th day of March, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

1-70-030. RETIREE INSURANCE

The City offers medical and dental insurance to eligible City retirees who began working for the City of Flagstaff on or before June 30, 2024, under certain terms and conditions, all of which are subject to change in part or in whole depending on policy changes made by the Northern Arizona Public Employees Benefit Trust (NAPEBT).

(Ord. No. 2015-14, Amended, 09/01/15); (Ord. No. 2009-12, Amended, 05/19/09)

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Co-Submitter: Brandi Suda, Finance Director

Date: 02/28/2024

Meeting Date: 03/05/2024

TITLE:

Consideration and Adoption of Ordinance No. 2024-07: An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for sale and issuance of City of Flagstaff, Arizona General Obligation Bonds and General Obligation Refunding Bonds, in one or more series, and for the annual levy of a tax for the payment of the bonds; (2) approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the bonds; (3) delegating authority to the Mayor and Management Services Director of the City to determine certain matters and terms with respect to the foregoing as well as certain matters with respect to the bonds being refunded with the proceeds of the sale of the bonds; and (4) authorizing the taking of all other actions necessary to consummate the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance.

STAFF RECOMMENDED ACTION:

At the March 5, 2024 Council Meeting:

1) Read Ordinance No. 2024-07 by title only for the first time
2) City Clerk reads Ordinance No. 2024-07 by title only (if approved above)

At the March 19, 2024 Council Meeting:

3) Read Ordinance No. 2024-07 by title only for the final time
4) City Clerk reads Ordinance No. 2024-07 by title only (if approved above)
5) Adopt Ordinance No. 2024-07

Executive Summary:

This ordinance allows for the issuance of General Obligation debt as approved by voters in 2022 and the refunding of prior General Obligation debt. New debt will be issued for the Public Safety vehicles, Stormwater projects, Wastewater projects and Housing programs. An ordinance for this action is required by City Charter ARTICLE VII - ORDINANCES AND RESOLUTIONS, Section 5 - WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE.

Financial Impact:

The City may issue up to 3 Series of General Obligation Bonds.

Series 2024A General Obligation Bonds will be issued as New Money Bonds in an amount not to exceed $30,000,000 to include Proposition 441 – November 2022 Election Projects: Investing in City of Flagstaff wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure.

Series 2024B Taxable General Obligation Bonds will be issued as New Money Bonds in an amount not to exceed $10,000,000 to include Proposition 442 – November 2022 Election Projects: Creating rental and home ownership opportunities for residents of Flagstaff.

Series 2024C General Obligation Bonds issued as Refunding Bonds in an amount to be determined by favorable financial returns and market conditions for the purpose of refinancing existing General Obligation Bonds issued. Actual amount of bonds refinanced will be based on market conditions analyzed at the time of issuance.

These bonds will be issued as General Obligation Bonds and will be repaid through secondary property tax collections within the current rate of $0.8000 per $100 of assessed valuation.

Policy Impact:

None.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Sustainable and Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.
- Safe and Health Community: Provide public safety services with resources, staff, and training responsive to the community's needs.
- Livable Community: Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities.

Carbon Neutrality Plan

- Housing for All
  - HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.
  - HA-2: Connect people to equitable housing solutions.
  - HA-3: Preserve affordable housing.

Regional Plan

- E&C.3: Strengthen community and natural environment resiliency through climate adaptation efforts.
- 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.
- 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.
- WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
- LU.9. Focus reinvestment, partnerships, regulations, and incentives on developing or redeveloping urban areas.
- LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.
- NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
- PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

10-Year Housing Plan

- Create 1.7: Explore ways to incentivize employers to offer Employer Assisted Housing (EAH) programs.
- Create 1.8: Explore the use of the community land trust model and public/private partnerships to incentivize the development of ownership units that are priced significantly below market rate.
- Create 3.1: Present 2022 Bond Measure to Council and Community for consideration for additional funding to be leveraged with local, state, and federal dollars.
- Create 3.3: Identify ongoing resource opportunities for the purpose of assisting households experiencing homelessness, households at risk of becoming homeless, first-time homebuyers, and affordable housing targeted to these populations.
- Preserve 2.2: Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.

Has There Been Previous Council Decision on This:

Yes. Council authorized two ballot measures, Proposition 441 and 442, for the November 2022 elections which voters approved the issuance of debt for the specific projects. On February 7, 2023, Council adopted Reimbursement Resolution 2023-04 for the Proposition 441 Ballot Measures and the Proposition 442 Ballot Measures.

Options and Alternatives:

- Approve the Ordinance as written allowing the City to move forward with the issuance of New Money Bonds and Refunding Bonds as General Obligation debt.
- Recommend changes to the Ordinance modifying the issuance of either or the New Money Bonds and Refunding Bonds.
- Do not approve the issuance of General Obligation Debt and provide direction.

Background and History:

On November 8, 2022, the City of Flagstaff voters approved two ballot measures to issue General Obligation Debt.

- Proposition 441 authorizes $57,285,000 in General Obligation debt to be issued and used for investing in City of Flagstaff wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure. The initial debt issuance will be for up to $30,000,000.
- Proposition 442 authorizes $20,000,000 in General Obligation debt to be issued and used for creating rental and homeownership opportunities for residents of Flagstaff. The initial debt issuance will be for up to $10,000,000.

The remaining debt authorization will be issued when the initial funds are spent and cash is needed for the remaining projects.

In addition, staff is considering refinancing existing outstanding General Obligation debt. Staff works closely with the City's Financial Advisor (Stifel) to review our current debt with regard to possible refinancing opportunities to save the City significant debt service savings. The City will only refinance existing outstanding debt if we can meet favorable savings. If interest rates or costs turn out to be unfavorable, we will not complete the refinancing.

The proposed ordinance includes the maximums contemplated to be issued to provide the greatest flexibility in both amount and timing. This authorization allows us to go into the market with the most favorable factors in play including market saturation, rates, and ratings.

While the purpose of this agenda item is to approve an ordinance to allow the City to issue debt, we have included a draft Preliminary Official Statement and Purchase Agreement as informational documents for your review. These documents have been reviewed by our Financial Advisors, Bond Counsel, Underwriters and Underwriters' Counsel. These are substantially complete however may have some

changes prior to completion of the debt transactions. Final documents will be available upon request to the Management Services Director.

Community Benefits and Considerations:

The New Money Bonds and Refunding Bonds will be paid through the annual levy of secondary property taxes. The City will use strategies, including using secondary property tax reserves and issuing debt that is layered, so that the City can maintain the existing secondary property tax rate of $0.8000 per $100 of net limited assessed valuation.

Community Involvement:

The community benefits by having the City complete the projects as promised to the voters in the November 2022 election.

Expanded Options and Alternatives:

The process to select the projects that were voted on by the public involved: Consult, Involve, Collaborate and Empower.
The process to authorize the issuance of debt is to INFORM the public.

Attachments: Ord. 2024-07
Ordinance Exhibits
Preliminary Official Statement
Draft Bond Purchase Agreement

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS AND GENERAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES, AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO THE MAYOR AND MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING AS WELL AS CERTAIN MATTERS WITH RESPECT TO BONDS BEING REFUNDED WITH THE PROCEEDS OF THE SALE OF THE BONDS; AND (4) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS ORDINANCE

RECITALS:

WHEREAS, at a special bond election held in and for the City of Flagstaff, Arizona (the "City"), on November 8, 2022 (the "Election"), the issuance of general obligation bonds by the City was approved by the qualified electors of the City; and

WHEREAS, the returns of the Election were duly canvassed by the Mayor and Council of the City (the "Council"), and a certificate disclosing the purpose of the Election, the total number of votes cast thereat, the total number of votes for and against the issuance of such bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the questions presented at the Election was ordered has been filed and recorded in the office of the County Recorder of Coconino County, Arizona; and

WHEREAS, the Council has determined to sell and issue a portion of the authorized amount of such bonds (the "New Money Bonds") as general obligation bonds for the purposes granted at the Election; and

WHEREAS, the Council has also determined that it is expedient to refund certain outstanding general obligation and/or general obligation refunding bonds of the City (collectively, the "Bonds Being Refunded") and that the sale and issuance of certain general obligation refunding bonds by the City (the "Refunding Bonds" and, collectively with the New Money Bonds, the "Bonds") and the application of the net proceeds thereof to pay at maturity or earlier redemption the Bonds Being Refunded is necessary and advisable and in the best interests of the City and shall result in a present value debt service savings, net of all costs associated with the Refunding Bonds, of not less than two and one-half percent (2.5%) of the principal amount of the Bonds Being Refunded; and

WHEREAS, the total aggregate of taxes levied to pay principal of and interest on the Refunding Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date

of maturity of the Bonds Being Refunded, and the weighted average maturity of the Refunding Bonds will be at least seventy-five percent (75%) of the weighted average maturity of the Bonds Being Refunded; and

WHEREAS, the Council will receive a proposal from Piper Sandler & Co., serving in the capacity of and designated as the underwriter (the "Underwriter"), and has determined that the Bonds should be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the Authorized Representatives (as defined herein); and

WHEREAS, all things required to be done preliminary to the authorization, sale and issuance of the Bonds have been duly done and performed in the manner required by law, and the Council is now empowered to proceed with the sale and issuance of the Bonds.

ENACTMENTS:

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

SECTION 1. Authorization and Terms

(a) (1) The New Money Bonds, to provide funds for the purposes set forth in the ballot questions submitted to the qualified electors of the City at the Election, are hereby authorized to be sold and issued as one or more series of bonds of the City to be designated as provided in this ordinance (this "Ordinance"), all in accordance with this Ordinance and applicable law.

(2) The New Money Bonds are authorized by the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and constitute the first series of bonds of a total authorized amount of not to exceed $77,285,000 principal amount of bonds of the City approved by the qualified electors of the City at the Election. The proceeds from the sale of the New Money Bonds shall be credited against the total principal amount of bonds and the specific amount of bonds so authorized by the qualified electors of the City at the Election and for each respective purpose and project as set forth in the applicable ballot questions, and the proceeds of the New Money Bonds shall be applied to each respective purpose and project as determined by the Authorized Representatives on behalf of the City.

(3) The Refunding Bonds, to provide funds for the refunding of the Bonds Being Refunded, are hereby authorized to be sold and issued as one or more series of bonds of the City to be designated as provided in this Ordinance, all in accordance with this Ordinance and applicable law.

(4) The Refunding Bonds are authorized by the provisions of Title 35, Chapter 3, Article 4, Arizona Revised Statutes, and the proceeds from the sale thereof shall be applied as hereinafter provided.

(b) The Mayor, any other member of the Council, the Management Services Director of the City or the designees of any of them (collectively, the "Authorized Representatives") are hereby authorized and directed to determine on behalf of the City: (1) the series name and designation of each series of the Bonds; (2) whether interest on each series of the Bonds will be excluded from gross income for federal income tax purposes; (3) the total principal amount of

each series of the Bonds (but not to exceed $40,000,000 aggregate principal amount of the New Money Bonds) and the amounts of the New Money Bonds to be allocated to each of the purposes authorized by the Election; (4) the final principal and maturity schedules of each series of the Bonds (but none of the Bonds to mature later than July 1, 2044); (5) the interest rates with respect to each series of the Bonds (but none of the New Money Bonds to bear interest at a rate exceeding six percent (6%) per annum) and the dates for payment of such interest (the "interest payment dates"); (6) the provisions for redemption in advance of maturity of the Bonds; (7) the series designation and principal and maturity schedules for the Bonds Being Refunded and the determination of the exercise of redemption provisions for the Bonds Being Refunded; and (8) the sales date, sales price and other sales terms of the Bonds (including underwriter's compensation, original issue discount and original issue premium); provided, however, that such determinations must result in a present value debt service savings, net of all costs associated with the Refunding Bonds, of not less than two and one-half percent (2.5%) of the principal amount of the Bonds Being Refunded if the Refunding Bonds are issued.

(c) (1) The Bonds shall be dated the date of their initial authentication and delivery and issued in the denomination of $5,000 of principal amount each or integral multiples thereof and only in fully registered form.

(2) The principal of and premium, if any, on the Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent (as defined herein).

(3) The Bonds shall bear interest at their respective rates from their date to the maturity or prior redemption of each Bond, payable commencing on the first interest payment date. Interest on the Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof and at the addresses appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the fifteenth (15th) day of the month next preceding that interest payment date (the "regular record date"). Any such interest on a Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of Bonds not less than ten (10) days prior thereto.

(4) The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America.

SECTION 2. Prior Redemption of the Bonds

(a) Notice of redemption of any Bond shall be mailed by first class mail, postage prepaid, not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of the Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any Bond for which notice was properly given. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

(b) On the date designated for redemption by notice given as herein provided, the Bonds or portions thereof to be redeemed shall become and be due and payable at the redemption price for such Bonds or such portions thereof on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Bond Registrar and Paying Agent, interest on such Bonds or such portions thereof shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security hereunder, the registered owners of such Bonds or such portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest thereon and such Bonds or such portions thereof shall be deemed paid and no longer outstanding.

(c) The City may redeem any amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the registered owner shall submit the Bond for partial redemption and the Bond Registrar and Paying Agent shall make such partial payment and shall cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

SECTION 3. Security; Defeasance

(a) After the Bonds are issued, the Council shall enter on its minutes a record of the Bonds sold and their numbers and dates. For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected; provided, however, that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. Subject to such limitation as to the Refunding Bonds (but without limitation as to the New Money Bonds), the tax shall be extended and collected for the City, and the officials of the City and Coconino County, Arizona, charged with the annual extension and collection of taxes, without further instructions from the Council, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of a “Debt Service Fund” of the City for the Bonds, from which fund the Bonds shall be payable, which tax moneys shall be held in subfunds to be known as the “Interest Fund” and the “Redemption Fund,” which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of, and premium, if any, on the Bonds.

(b) As provided in Section 4(b) hereof, the net proceeds of the sale of the Refunding Bonds shall be deposited in the hereinafter defined Trust or invested in obligations issued by or guaranteed by the United States government (“Government Obligations”), so long as such Government Obligations shall mature with interest so as to provide funds to pay at maturity or upon earlier redemption the Bonds Being Refunded together with interest thereon and redemption premiums, if any, and such proceeds or Government Obligations shall, and other funds legally available for such purpose as determined by the City may, be deposited in respective principal and interest redemption funds and shall be held in trust (the “Trust”) by the bond registrar and paying agent for the Bonds Being Refunded or by the hereinafter defined Escrow Trustee for the payment of the Bonds Being Refunded with interest and redemption premiums, if any, at maturity or upon redemption. The owners of the Refunding Bonds shall rely upon the sufficiency of the funds or Government Obligations held in the Trust for the payment of the Bonds Being Refunded.

The issuance of the Refunding Bonds shall in no way infringe upon the rights of the owners of the Bonds Being Refunded to rely upon a tax levy for the payment of principal and interest on the Bonds Being Refunded if the moneys or investments in the Trust prove insufficient.

(c) Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Bond Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal of the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

SECTION 4. Use of Proceeds

(a) Proceeds of the sale of the New Money Bonds shall be deposited in the treasury of the City to the credit of the "General Obligation Bonds Series 2024 Project Fund" in the amounts determined as provided in Section 1(b)(3) hereof, to be used solely for the purposes specified in the ballot questions submitted to the qualified electors of the City at the Election; provided, however, that (i) such proceeds may be invested in the manner and under the circumstances allowed by law, and (ii) any moneys remaining after such purposes shall have been accomplished shall be transferred to the Debt Service Fund in the same fashion as taxes for payment of debt service with respect to the New Money Bonds.

(b) Proceeds of the sale of the Refunding Bonds shall be applied, along with the moneys, if any, determined by the City, to be transferred from the interest and redemption funds for the Bonds Being Refunded, to create the Trust, which shall be an irrevocable trust for the benefit of the owners of the Refunding Bonds. As provided in Section 3(b) hereof, amounts credited to the Trust, other than any beginning cash balance, may, as determined by the City, be invested immediately in Government Obligations, the maturing principal of and interest on which, together with any beginning cash balance, are to be sufficient to pay the principal of and premium, if any, and interest on the Bonds Being Refunded as the same become due. Any balance of the net proceeds of the Refunding Bonds remaining after creation of the Trust shall be transferred to the Debt Service Fund in the same fashion as taxes for payment of debt service with respect to the Refunding Bonds.

(c) The Authorized Representatives are hereby authorized to enter into, if necessary, a standard form contract (the "Escrow Trust Agreement") with a national banking association authorized to do trust business in the State of Arizona appointed by the Authorized Representatives (the "Escrow Trustee"), with respect to the safekeeping and handling of moneys

and Government Obligations to be held in the Trust for the payment of the Bonds Being Refunded, with such additions, deletions and modifications as shall be approved by the Authorized Representatives. The Council hereby orders that the Bonds Being Refunded be redeemed on the respective redemption dates determined as provided in Section 1(b) hereof. All actions to refund the Bonds Being Refunded whether taken before or after adoption of this Ordinance are ratified, confirmed and approved, as applicable.

SECTION 5. Form of Bonds

(a) The New Money Bonds and the Refunding Bonds (including, in each case, the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in Exhibit A and Exhibit B attached hereto, respectively. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval.

(b) The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of authentication and registration of each Bond.

(c) The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Council and approval of a nationally recognized municipal bond counsel to the City.

SECTION 6. Execution and Delivery of Bonds

(a) The New Money Bonds shall be executed for and on behalf of the City by the Mayor of the City or the Vice Mayor of the City (if the Mayor is unavailable) and attested by the Clerk or the Deputy Clerk of the City. The Refunding Bonds shall be executed for and on behalf of the City by the Mayor of the City or the Vice Mayor of the City (if the Mayor is unavailable), attested by the Clerk or the Deputy Clerk of the City and countersigned by the Management Services Director of the City. Such signatures may be by mechanical reproduction; however, such officers shall manually sign a certificate adopting as and for such signatures on the Bonds the respective mechanically reproduced signatures affixed to the Bonds.

(b) If an officer whose signature is on a Bond no longer holds that office at the time such Bond is authenticated and registered, the Bond shall nevertheless be valid and binding so long as such Bond would otherwise be valid and binding.

(c) A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Bond Registrar and Paying Agent. The signature of the authorized representative of the Bond Registrar and Paying Agent shall be conclusive evidence that the Bond has been authenticated and issued pursuant to this Ordinance.

SECTION 7. Mutilated, Lost or Destroyed Bonds.

In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond of like series, type, date, maturity date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with

the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47 8405, Arizona Revised Statutes.

SECTION 8. Acceptance of Proposal

(a) Subject to the discretion delegated by Section 1(b) hereof, the Authorized Representatives are hereby authorized to accept a proposal of the Underwriter for the purchase of the Bonds which satisfies the terms and conditions of this Ordinance on behalf of the Council, and the Bonds are hereby ordered to be sold to the Underwriter in accordance with the terms of the Bond Purchase Agreement with the Underwriter presented to the Council at the meeting at which this Ordinance was adopted (the "Purchase Agreement"). Any of the Authorized Representatives are hereby authorized to execute the Purchase Agreement, for and on behalf of the Council, in a final form satisfactory to the Authorized Representatives, and such execution and delivery by the Authorized Representatives shall indicate the approval thereof on behalf of the Council by the Authorized Representatives.

(b) The Authorized Representatives are hereby requested to cause the Bonds to be delivered to the Underwriter upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Purchase Agreement.

SECTION 9. Official Statement and Continuing Disclosure

(a) (1) The preparation, distribution and use of a preliminary official statement relating to the Bonds (the "Preliminary Official Statement") in substantially the form presented to the Council at the meeting at which this Ordinance was adopted is in all respects hereby ratified, approved and confirmed, and the Authorized Representatives are hereby authorized to certify or otherwise represent that the Preliminary Official Statement, in original or revised form, is a "deemed final" official statement (except for permitted omissions) of the City as of a particular date for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) The Underwriter is authorized to prepare or cause to be prepared, and the Authorized Representatives are authorized and directed to approve, on behalf of the Council, and to execute and deliver, a final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Bonds, for distribution and use in connection with the offering and sale of the Bonds. The execution and delivery of such final Official Statement by any of the Authorized Representatives shall be conclusively deemed to evidence the approval of the status, form and contents thereof by the Council.

(b) Subject to annual appropriation to cover the costs of compliance therewith, the City shall comply with and carry out all of the provisions of a Continuing Disclosure Undertaking, to be dated the date of issuance of the Bonds (the "Undertaking"), with respect to the Bonds, which any of the Authorized Representatives are hereby authorized, for and on behalf of the Council, to execute, and the Clerk or the Deputy Clerk of the City is hereby authorized to attest and deliver, in substantially the form submitted to the Council at the meeting at which this Ordinance was adopted, with such additions, deletions and modifications as shall be approved by the Authorized Representatives, and such execution and delivery shall constitute evidence of the approval of the Authorized Representatives of any departures from the form submitted to the Council at the time

of adoption of this Ordinance. Notwithstanding any other provision of this Ordinance, failure of the City (if obligated pursuant to the Undertaking) to comply with the Undertaking shall not be considered an event of default; however, any beneficial owner (i.e., any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes) may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

SECTION 10. Bond Registrar and Paying Agent

(a) The Authorized Representatives are hereby authorized to appoint the initial authenticating agent, bond registrar, transfer agent and paying agent with respect to the Bonds (the "Bond Registrar and Paying Agent"), and a standard form contract therewith covering such services, with such additions, deletions and modifications as shall be approved by the Authorized Representatives, is hereby approved, and any of the Authorized Representatives are hereby authorized to execute, and the Clerk or the Deputy Clerk of the City are hereby authorized to attest and deliver, such contract. The Bond Registrar and Paying Agent shall maintain the books of the City for the registration of ownership of each Bond.

(b) A Bond may be transferred on the registration books upon delivery and surrender of the Bond to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or the attorney-in-fact or legal representative thereof, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(c) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same type and of the authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section.

(d) All costs and expenses of initial registration and payment of the Bonds shall be borne by the City, but the City and the Bond Registrar and Paying Agent shall charge the registered owner of such Bond for every subsequent transfer of a Bond including an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such charge including for such transfer fee, tax or other governmental charge be paid before any such new Bond shall be delivered.

(e) The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

(f) The Bonds shall be subject to a Book-Entry System (as defined herein) of ownership and transfer, except as provided in subsection (3) of this subsection. The general provisions for effecting the Book-Entry System are as follows:

(1) The City hereby designates The Depository Trust Company, New York,

New York, as the initial Depository (as defined herein) hereunder.

(2) Notwithstanding the provisions of this Section or of the Bonds to the contrary and so long as the Bonds are subject to a Book-Entry System, the Bonds shall initially be evidenced by one typewritten certificate for each maturity in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

(a) to any successor Depository designated pursuant to subsection (3) of this subsection;

(b) to any successor nominee designated by a Depository; or

(c) if the City shall elect to discontinue the Book-Entry System pursuant to subsection (3) of this subsection, the City shall cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners (as defined herein) or their nominees, as certified by the Depository, at the expense of the City; thereafter the other applicable provisions of this Ordinance regarding registration, transfer and exchange of the Bonds shall apply.

(3) The Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days' written notice to the City and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(4) So long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds to be redeemed or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(5) Notwithstanding any other provision of this Section or Section 2(b) hereof

or of the Bonds to the contrary, so long as the Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable Bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose, and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(6) For purposes of this Section, "Beneficial Owners" shall mean actual purchasers of the Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository, "Book-Entry System" shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

SECTION 11. General Federal Tax Law Covenants

(a) (1) The City shall execute and deliver on the date of original issuance of the Bonds a Certificate Relating To Federal Tax Matters (the "Tax Certificate") and comply with the provisions thereof and of this Section 11 only with respect to those of the Bonds that are sold such that the interest with respect thereto is excluded from gross income for federal income tax purposes. References to the Bonds in this Section 11 are to such Bonds. As will be provided in greater detail in the Tax Certificate, the City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended (the "Code"), or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and shall comply with the requirements of the Code sections and the regulations promulgated thereunder (the "Regulations") throughout the term of the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the Council covenants, and the appropriate officials of the City are hereby directed, to take all action required to maintain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(2) The City shall be the owner of the facilities financed or refinanced with the proceeds of the sale of the Bonds (the "Facilities") for federal income tax purposes. Except as otherwise advised in a Bond Counsel's Opinion (as defined herein), the City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of the Code, the Regulations and any applicable interpretive guidance with respect thereto as may control at the time, or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities. Also, the payment of principal and interest with respect to the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the

purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury.

(3) The procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (initially Section 12 hereof) shall be complied with for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) (1) The City shall take all necessary and desirable steps, as determined by the Council, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the City receives such a Bond Counsel's Opinion, this Ordinance shall be amended to conform to the requirements set forth in such opinion.

(2) If for any reason any requirement hereunder is not complied with, the Council shall take all necessary and desirable steps, as determined by the City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations Section 1.148 3(h).

(c) The City has adopted post-issuance tax compliance procedures, with which the City shall comply.

SECTION 12. Arbitrage Rebate Covenants

The City shall comply with the provisions of this Section 12 only with respect to those of the Bonds that are sold such that the interest with respect thereto is excluded from gross income for federal income tax purposes. References to the Bonds in this Section 12 are to such Bonds.

(a) Terms not otherwise defined in Subsection (b) hereof shall have the meanings given to them in the Tax Certificate.

(b) The following terms shall have the following meanings:

"Bond Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Bond Year" shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

"Bond Yield" is as indicated in the Tax Certificate. Bond Yield shall be recomputed if required by Regulations Section 1.148 4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of

principal, interest and fees for qualified guarantees within the meaning of Regulations Section 1.148 4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regula¬tions Section 1.148 4(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

"Gross Proceeds" shall mean:

(i) any amounts actually or constructively received by the City from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations Section 1.148 9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations Section 1.148 1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations Section 1.148 1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

"Investment Property" shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code Section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations Section 1.148 1(b).

"Issue Price" is as indicated in the Tax Certificate and shall be determined as provided in Regulations Section 1.148-1(b).

"Nonpurpose Investment" shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

"Payment" shall mean any payment within the meaning of Regulations Section 1.148 3(d)(1) with respect to a Nonpurpose Investment.

"Rebate Requirement" shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations Section 1.148 3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under Section 148(f)(4) of the Code or Regulations Section 1.148 7.

"Receipt" shall mean any receipt within the meaning of Regulations Section 1.148 3(d)(2) with respect to a Nonpurpose Investment.

"Regulations" shall mean Sections 1.148 1 through 1.148 11 and Section 1.150 1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) The City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038 T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of Subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in Subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code Section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations Section 1.148 5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The City retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code is hereby authorized.

SECTION 13. Ordinance a Contract; Severability; Ratification of Actions

(a) This Ordinance shall constitute a contract between the City and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted this Ordinance and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds, pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Ordinance may be held illegal, invalid or unenforceable.

(c) All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this Ordinance and which further the sale and issuance of the Bonds as contemplated by this Ordinance, including retention of consultants and counsel necessary to carry out the purposes of this Ordinance, whether taken before or after adoption of this Ordinance, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Ordinance.

(d) All acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

(e) All formal actions of the Council concerning and relating to the passage of this Ordinance were taken in an open meeting of the Council, and all deliberations of the Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION 14. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 15. 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 16. 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 19th day of March, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A – Form of Bond
B – Form of Assignment

EXHIBIT A

[FORM OF NEW MONEY BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

REGISTERED
NO. .....

REGISTERED
$.....

UNITED STATES OF AMERICA
STATE OF ARIZONA

CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BOND, [TAXABLE] SERIES 2024[A/B]**

Interest Rate:	Maturity Date:	Dated:	CUSIP:
.....%	July 1, ...	....., 2024	338423 .....

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: ..... DOLLARS

THE CITY OF FLAGSTAFF, ARIZONA, a body politic and corporate, duly incorporated and existing pursuant to the laws of the State of Arizona (the "City"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed and then on the applicable redemption date, and to pay interest on the principal amount from the date this Bond is dated, at the aforesaid interest rate (computed on the basis of a 360-day year of twelve 30-day months) on each January 1 and July 1 (each an "interest payment date"), commencing ....., ..., to its maturity or its redemption prior to maturity. The principal of and

* Insert only while The Depository Trust Company, New York, New York, is the Securities Depository.
** The series name and designation of this Bond is subject to change as determined in the Ordinance to which this Form is attached as Exhibit A.

premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of ....., as the "Bond Registrar and Paying Agent." Interest on this Bond is payable by check, dated as of the interest payment date, mailed to the registered owner hereof and at the address appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the 15th day of the month next preceding that interest payment date (the "regular record date"). Any such interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owner of this Bond not less than 10 days prior thereto.

The principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds (the "Bonds") indicated above in the aggregate principal amount of $.....,000 of like tenor except as to amount, maturity date, rate of interest and number. The Bonds represent the first installment of an aggregate principal amount of $77,285,000 approved by the qualified electors of the City at a special bond election duly called and held in and for the City on November 8, 2022. The Bonds are being issued by the City pursuant to an Ordinance of the Mayor and Council of the City, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the "Ordinance"), and pursuant to the Constitution and laws of the State of Arizona relative to the sale and issuance of general obligation bonds of municipalities, and all amendments thereto, the Charter of the City and all other laws of the State of Arizona thereunto enabling.

For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of this Bond, there shall be levied on all taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected.

The Bonds maturing before and on July 1, ..., are not subject to redemption prior to maturity. The Bonds maturing on and after July 1, ..., are subject to redemption prior to maturity, in whole or in part, on July 1, ..., or any date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

Redemption Dates	Premium
July 1, ..., and January 1, ...	....%
July 1, ..., and January 1, ...	....
July 1, ..., and thereafter	0.0

The Bonds maturing on July 1, ..., shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

Year	Amount
	$

A remaining principal amount of $.....,000 of Bonds maturing on July 1, ..., shall mature on July 1, ...

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1, ..., the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1, ..., outstanding a principal amount of the Bonds maturing on July 1, ..., equal to the aggregate principal amount of the Bonds maturing on July 1, ..., to be redeemed and shall redeem such Bonds maturing on July 1, ..., on the next July 1 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the City for the registration of ownership of each Bond as provided in the Ordinance. (The Bond Registrar and Paying Agent may be changed without notice or consent.)

This Bond may be transferred on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory

to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Ordinance. The City and the Bond Registrar and Paying Agent shall charge the owner of such Bond for every transfer of a Bond, including an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer and may require that such charge, including such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Ordinance or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

Pursuant to the Ordinance, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Ordinance or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law, (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the City, does not exceed any applicable constitutional or statutory limitation, and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the City, over and above all other taxes authorized or limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, THE CITY OF FLAGSTAFF, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of the Mayor of the City and such signature of the Mayor of the City to be attested by the facsimile signature of the Clerk of the City.

CITY OF FLAGSTAFF, ARIZONA

By (Facsimile)
.....
Mayor

ATTEST:

By (Facsimile)
.....
Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the City of Flagstaff, Arizona General Obligation Bonds, [Taxable] Series 2024[A/B].

Date of Authentication: .....

.....,
as Bond Registrar and Paying Agent

By.....
Authorized Representative

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto ..... the within Bond and irrevocably constitutes and appoints ..... attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ....
Signature

Signature Guaranteed:

....
[Insert proper legend] Signature

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act .....
(State)

Additional abbreviations may also be used though not included in the above list

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

[FORM OF REFUNDING BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

REGISTERED
NO. .....

REGISTERED
$.....

UNITED STATES OF AMERICA
STATE OF ARIZONA

CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION REFUNDING BOND, SERIES 2024C**

Interest Rate:	Maturity Date:	Dated:	CUSIP:
.....%	July 1, ...	....., 2024	338423 .....

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: ..... DOLLARS

THE CITY OF FLAGSTAFF, ARIZONA, a body politic and corporate, duly incorporated and existing pursuant to the laws of the State of Arizona (the "City"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed and then on the applicable redemption date, and to pay interest on the principal amount from the date this Bond is dated, at the aforesaid interest rate (computed on the basis of a 360-day year of twelve 30-day months) on each January 1 and July 1 (each an "interest payment date"), commencing ....., ..., to its maturity or its redemption prior to maturity. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of ....., as the "Bond Registrar and Paying

* Insert only while The Depository Trust Company, New York, New York, is the Securities Depository.
** The series name and designation of this Bond is subject to change as determined in the Ordinance to which this Form is attached as Exhibit B.

Agent." Interest on this Bond is payable by check, dated as of the interest payment date, mailed to the registered owner hereof and at the address appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the 15th day of the month next preceding that interest payment date (the "regular record date"). Any such interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owner of this Bond not less than 10 days prior thereto.

The principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds (the "Bonds") indicated above in the aggregate principal amount of $.....,000 of like tenor except as to amount, maturity date, rate of interest and number. The Bonds are being issued by the City to provide funds to refund certain previously issued and outstanding general obligation and/or general obligation refunding bonds of the City (the "Bonds Being Refunded") pursuant to an Ordinance of the Mayor and Council of the City, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the "Ordinance"), and pursuant to the Constitution and laws of the State of Arizona relative to the sale and issuance of general obligation refunding bonds of municipalities, and all amendments thereto, the Charter of the City and all other laws of the State of Arizona thereunto enabling.

For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of this Bond, there shall be levied on all taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected; provided, however, that the issuance of the Bonds shall in no way infringe upon the rights of the Bonds Being Refunded to rely upon a tax levy for payment of the principal and interest on the Bonds Being Refunded if the obligations issued by or guaranteed by the United States government in which net proceeds of the Bonds are invested and which mature with interest so as to provide funds to pay when due, or called for redemption, the Bonds Being Refunded together with interest thereon and redemption premiums, if any, and with other funds legally available for such purpose as determined by the City deposited in the respective principal and interest redemption funds and held in trust for the payment of the Bonds Being Refunded with interest and redemption premiums, if any, on maturity or upon an available redemption date prove insufficient and further that the total aggregate of taxes levied to pay principal and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The owners of the Bonds must rely on the sufficiency of the funds and securities held irrevocably in trust for payment of the Bonds Being Refunded.

The Bonds maturing before and on July 1, ..., are not subject to redemption prior to maturity. The Bonds maturing on and after July 1, ..., are subject to redemption prior to maturity, in whole or in part, on July 1, ..., or any date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

Redemption Dates	Premium
July 1, ..., and January 1, ...	....%
July 1, ..., and January 1, ...	....
July 1, ..., and thereafter	0.0

The Bonds maturing on July 1, ..., shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

Year	Amount
	$

A remaining principal amount of $.....,000 of Bonds maturing on July 1, ..., shall mature on July 1, ...

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1, ..., the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1, ..., outstanding a principal amount of the Bonds maturing on July 1, ..., equal to the aggregate principal amount of the Bonds maturing on July 1, ..., to be redeemed and shall redeem such Bonds maturing on July 1, ..., on the next July 1 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the City for the registration of ownership of each Bond as provided in the Ordinance. (The Bond Registrar and Paying Agent may be changed without notice or consent.)

This Bond may be transferred on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Ordinance. The City and the Bond Registrar and Paying Agent shall charge the owner of such Bond for every transfer of a Bond, including an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer and may require that such charge, including such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Ordinance or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

Pursuant to the Ordinance, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Ordinance or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law, (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the City, does not exceed any applicable constitutional or statutory limitation, and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the City, over and above

all other taxes authorized or limited by law, except as otherwise described herein, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, THE CITY OF FLAGSTAFF, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of the Mayor of the City and such signature of the Mayor of the City to be attested by the facsimile signature of the Clerk of the City and to be countersigned by the facsimile signature of the Management Services Director of the City.

CITY OF FLAGSTAFF, ARIZONA

By (Facsimile)
Mayor

ATTEST:

By (Facsimile)
Clerk

COUNTERSIGNED:

By (Facsimile)
Management Services Director

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the City of Flagstaff, Arizona General Obligation Refunding Bonds, Series 2024C.

Date of Authentication: .....

.....,
as Bond Registrar and Paying Agent

By.....
Authorized Representative

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto ..... the within Bond and irrevocably constitutes and appoints ..... attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: .....

.....
Signature

Signature Guaranteed:

.....
[Insert proper legend]

.....
Signature

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act .....
(State)

Additional abbreviations may also be used though not included in the above list

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

CERTIFICATION

I hereby certify that the foregoing Ordinance No. ..... was duly passed and adopted by the Mayor and the Council of the City of Flagstaff, Arizona, at a regular meeting held on the 19th day of March 2024, and the vote was ..... ayes and ..... nays and that the Mayor and ..... Councilmembers were present thereat.

.....
Clerk, City of Flagstaff, Arizona

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

DRAFT II
2-9-24

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2024

NEW ISSUE – BOOK-ENTRY-ONLY **RATING: See "RATING" herein.**

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Tax-Exempt Bonds (i) is excludable from gross income for federal income tax purposes and (ii) is exempt from income taxation under the laws of the State of Arizona. Further, interest on the Tax-Exempt Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Tax-Exempt Bonds is not excluded from the determination of adjusted financial statement income for tax years beginning after 2022. See "TAX MATTERS WITH RESPECT TO TAX-EXEMPT BONDS" herein for a description of certain other federal tax consequences of ownership of the Tax-Exempt Bonds. INTEREST ON THE TAXABLE BONDS IS NOT EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. In the opinion of Bond Counsel, interest on the Taxable Bonds is exempt from income taxation under the laws of the State of Arizona. See "TAX MATTERS WITH RESPECT TO TAXABLE BONDS" herein.

$30,000,000*	**$10,000,000***	**$3,270,000***
CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2024A	**CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS, TAXABLE SERIES 2024B**	**CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024C**

Dated: Date of Initial Authentication and Delivery *Due:* July 1, as shown on the inside front cover pages

The $30,000,000* principal amount of General Obligation Bonds, Series 2024A (the "2024A Bonds"), the $10,000,000* principal amount of General Obligation Bonds, Taxable Series 2024B (the "Taxable Bonds" and, collectively with the 2024A Bonds, the "New Money Bonds") and the $3,270,000* principal amount of General Obligation Refunding Bonds, Series 2024C (the "Refunding Bonds" and, collectively with the 2024A Bonds, the "Tax-Exempt Bonds") of the City of Flagstaff, Arizona (the "City"), will be issued in the form of fully-registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). The Tax-Exempt Bonds and the Taxable Bonds are referred to collectively herein as the "Bonds." Beneficial ownership interests in the Bonds may be purchased in amounts of $5,000 of principal of a series due on a specific maturity date or integral multiples thereof. The Bonds will mature on the dates and in the principal amounts and will bear interest from their date of delivery to their maturity or prior redemption as set forth on the inside front cover pages. Interest on the Bonds will accrue from the date of initial authentication and delivery and will be payable semiannually on January 1 and July 1 of each year commencing on July 1, 2024*, until maturity or prior redemption.

The Bonds are being issued for the purpose of providing funds to (i) finance the costs of the Projects (as defined herein), (ii) refund and redeem prior to maturity certain outstanding general obligation bonds of the City (the "Bonds Being Refunded"), and (iii) pay costs relating to the issuance of the Bonds. See "THE BONDS – Authorization and Use of Funds" and "SOURCES AND USES OF FUNDS."

SEE MATURITY SCHEDULES ON INSIDE FRONT COVER PAGES

The City will initially utilize DTC's "book-entry-only system," although the City and DTC each reserve the right to discontinue the book-entry-only system at any time. Utilization of the book-entry-only system will affect the method and timing of payment of principal of and interest on the Bonds and the method of transfer of the Bonds. So long as the book-entry-only system is in effect, a single fully-registered Bond, for each maturity of the Bonds, will be registered in the name of Cede & Co., as nominee of DTC, on the registration books maintained by [PAYING AGENT / ESCROW TRUSTEE], the initial bond registrar and paying agent for the Bonds. DTC will be responsible for distributing the principal and interest payments to its direct and indirect participants who will, in turn, be responsible for distribution to the beneficial owners of the Bonds (the "Beneficial Owners"). So long as the book-entry-only system is in effect and Cede & Co. is the registered owner of the Bonds, all references herein (except under the headings "TAX MATTERS WITH RESPECT TO TAX-EXEMPT BONDS" and "TAX MATTERS WITH RESPECT TO TAXABLE BONDS") to owners of the Bonds will refer to Cede & Co. and not the Beneficial Owners. See APPENDIX F - "BOOK-ENTRY-ONLY SYSTEM" herein.

The 2024A Bonds will be subject to optional redemption prior to their stated maturity dates as described under the heading "THE BONDS – Redemption Provisions" herein*. The Taxable Bonds and the Refunding Bonds will not be subject to optional redemption prior to their stated maturity dates.

The New Money Bonds will be payable as to both principal and interest from a continuing, direct, annual ad valorem tax to be levied against all taxable property within the City, such tax to be levied without limitation as to rate or amount. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS".

The Refunding Bonds will be payable as to both principal and interest from a continuing, direct, annual ad valorem tax to be levied against all taxable property within the City, such tax to be levied without limitation as to rate, but limited in amount so that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate will not exceed the total aggregate of principal of and interest due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. The application of such taxes to the payment of the Refunding Bonds will be subject to the rights vested in the owners of the Bonds Being Refunded to the payment of the Bonds Being Refunded from the same source in the event of a deficiency in the proceeds of the Refunding Bonds held in trust to pay principal of and interest on the Bonds Being Refunded. The owners of the Refunding Bonds must rely on the sufficiency of the moneys held in trust for payment of the Bonds Being Refunded. See ""SECURITY AND SOURCES OF PAYMENT OF THE BONDS" and "PLAN OF REFUNDING."

The Bonds will be offered when, as and if issued by the City and received by the underwriter identified below (the "Underwriter"), subject to the legal opinion of Greenberg Traurig, LLP, Bond Counsel, as to validity and tax matters. Certain legal matters will be passed on for the Underwriter by Squire Patton Boggs (US) LLP. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about April 18, 2024*.

This cover page contains certain information with respect to the Bonds for convenience of reference only. It is not a summary of the issue of which the Bonds are a part. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

* *Subject to change.*

PIPER | SANDLER

$30,000,000*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2024A

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®[(1)] No. 338423
2025	$ 4,055,000	%	%	
2026	2,695,000			
2027	285,000			
2028	290,000			
2029	780,000			
2030	830,000			
2031	1,140,000			
2032	980,000			
2033	965,000			
2034	945,000			
2035	960,000			
2036	1,015,000			
2037	2,545,000			
2038	2,930,000			
2039	3,315,000			
2040	985,000			
2041	1,210,000			
2042	1,425,000			
2043	1,300,000			
2044	1,350,000			

* *Subject to change.*

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$10,000,000*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS, TAXABLE SERIES 2024B

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®[(1)] No. 338423
2024	$ 9,720,000	%	%	
2025	280,000			

$3,270,000*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024C

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®[(1)] No. 338423
2024	$ 815,000	%	%	
2025	540,000			
2026	565,000			
2027	595,000			
2028	620,000			
2029	655,000			
2030	685,000			
2031	720,000			
2032	755,000			
2033	795,000			
2034	835,000			

* *Subject to change.*

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CITY OF FLAGSTAFF, ARIZONA

CITY COUNCIL

Becky Daggett, *Mayor*

Austin Aslan, *Vice Mayor*

Deborah Harris, *Member*

Khara House, *Member*

Lori Matthews, *Member*

Jim McCarthy, *Member*

Miranda Sweet, *Member*

ADMINISTRATIVE OFFICIALS

Greg Clifton, *City Manager*

Shannon Anderson, *Senior Deputy City Manager*

Joanne Keene, *Deputy City Manager*

Rick Tadder, *Management Services Director, City Treasurer*

Sterling Solomon, *City Attorney*

Stacy Saltzburg, *City Clerk*

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

BOND COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT AND ESCROW TRUSTEE

[PAYING AGENT / ESCROW TRUSTEE]
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City of Flagstaff, Arizona (the "City"), Stifel, Nicolaus & Company, Incorporated (the "Financial Advisor") or Piper Sandler & Co. (the "Underwriter") to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the City's General Obligation Bonds, Series 2024A (the "2024A Bonds"), General Obligation Bonds, Taxable Series 2024B (the "Taxable Bonds") and General Obligation Refunding Bonds, Series 2024C (collectively with the 2024A Bonds and the Taxable Bonds, the "Bonds") by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement, which includes the cover page, inside front cover pages and appendices hereto, has been obtained from the City, the Arizona Department of Revenue, the Assessor, the Finance Department and the Treasurer of Coconino County, Arizona, and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but such information has not been independently confirmed or verified by the City, the Financial Advisor or the Underwriter, is not guaranteed as to accuracy or completeness, and is not to be construed as the promise or guarantee of the City, the Financial Advisor or the Underwriter.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

None of the City, the Financial Advisor, the Underwriter, Bond Counsel or counsel to the Underwriter are actuaries. None of them have performed any actuarial or other analysis of the City's share of the unfunded liabilities of the Arizona State Retirement System, the Public Safety Personnel Retirement System or the Elected Officials Retirement Plan.

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the City has been identified by source and has not been independently confirmed or verified by the City, the Financial Advisor or the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The City will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official

Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

$30,000,000*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2024A

$10,000,000*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS, TAXABLE SERIES 2024B

$3,270,000*
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024C

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover pages and Appendices hereto, sets forth information concerning the offering by the City of Flagstaff, Arizona (the "City") of its $30,000,000* principal amount of General Obligation Bonds, Series 2024A (the "2024A Bonds"), $10,000,000* principal amount of General Obligation Bonds, Taxable Series 2024B (the "Taxable Bonds" and, collectively with the 2024A Bonds, the "New Money Bonds") and the $3,270,000* principal amount of General Obligation Refunding Bonds, Series 2024C (the "Refunding Bonds" and, collectively with the 2024A Bonds, the "Tax-Exempt Bonds"). The Tax-Exempt Bonds and the Taxable Bonds are referred to collectively herein as the "Bonds." See APPENDIX A – "CITY OF FLAGSTAFF, ARIZONA – GENERAL AND DEMOGRAPHIC INFORMATION", APPENDIX B – "CITY OF FLAGSTAFF, ARIZONA – FINANCIAL INFORMATION" and APPENDIX E – "CITY OF FLAGSTAFF, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023" for certain information regarding the City.

Reference to provisions of State of Arizona (the "State" or "Arizona") law, whether codified in the Arizona Revised Statutes or uncodified, or of the Arizona Constitution, are references to those current provisions. The provisions may be amended, repealed or supplemented.

THE BONDS

Authorization and Use of Funds

The New Money Bonds are being issued by the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and an ordinance adopted by the Mayor and Council of the City on March 5, 2024 (the "Ordinance"). The New Money Bonds will constitute a portion of the bonds authorized by the voters at a special bond election held in the City on November 8, 2022 (the "2022 Election") and will be issued for the following purposes (collectively, the "Projects") and to pay costs of issuance of the Bonds:

(i) $30,000,000* Proposition No. 441 – Wildfire suppression, stormwater flood mitigation, wastewater treatment infrastructure
(ii) $10,000,000* Proposition No. 442 – Creating rental and homeownership opportunities for residents of the City

After the sale and delivery of the New Money Bonds, the City will have $37,285,000* principal amount of authorized but unissued general obligation bonds remaining from the 2022 Election and $2,800,000 principal amount of unauthorized but unissued general obligation bonds remaining from a special bond election held in the City on May 18, 2004 (together with the 2022 Election, the "Elections"). The City has general obligation bonds currently outstanding, and additional general obligation bonds may be issued pursuant to the authority approved at the Elections or authority to be approved at future special bond elections. See TABLE 16A – Direct General Obligation Bonded Debt Outstanding and to be Outstanding in APPENDIX B – "CITY OF FLAGSTAFF, ARIZONA – FINANCIAL INFORMATION."

The Refunding Bonds are being issued by the City pursuant to Title 35, Chapter 3, Article 4, Arizona Revised Statutes, and the Ordinance.

Proceeds from the sale of the Refunding Bonds will be placed in trust (the "Trust") with _____ (the "Escrow Trustee") pursuant to the terms of an Escrow Trust Agreement, to be dated as of April 1, 2024* between the City and the Escrow Trustee, to be applied to the payment of the bonds being refunded (the "Bonds Being Refunded") as described under the heading "PLAN OF REFUNDING", which will be fully sufficient to provide funds to pay at maturity or upon earlier redemption the Bonds Being Refunded. See "SOURCES AND USES OF FUNDS."

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* *Subject to change. See footnote (b) to TABLE 17 for a description of the treatment of certain proceeds of the Bonds for State voter authorization and debt limit purposes.*

Terms of the Bonds - Generally

The Bonds will be dated the date of delivery, and will be registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), under the book-entry-only system described herein (the "Book-Entry-Only System"). See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM." The Bonds will mature on the dates and in the principal amounts and will bear interest from their dated date at the rates set forth on the inside front cover pages of this Official Statement. Beneficial ownership interests in the Bonds may be purchased in amounts of $5,000 of principal of a series due on a specific maturity date or integral multiples thereof. Interest on the Bonds will be payable semiannually on each January 1 and July 1, commencing July 1, 2024*, until maturity or prior redemption.

See "TAX MATTERS WITH RESPECT TO TAX-EXEMPT BONDS" and "TAX MATTERS WITH RESPECT TO TAXABLE BONDS" herein for a discussion of the treatment of interest income on the Bonds for federal or State income tax purposes.

Bond Registrar and Paying Agent

[PAYING AGENT / ESCROW TRUSTEE] will serve as the initial bond registrar, transfer agent and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The City may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

Redemption Provisions*

Optional Redemption of the 2024A Bonds. The 2024A Bonds maturing on and prior to July 1, 20__ will not be subject to redemption prior to their stated maturity dates. The 2024A Bonds maturing on and after July 1, 20__ will be subject to optional redemption prior to their stated maturity dates, at the direction of the City, in whole or in part in denominations of $5,000 or integral multiples thereof from maturities selected by the City, on July 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount of 2024A Bonds being redeemed plus accrued interest to the date fixed for redemption, without premium.

No Optional Redemption of the Taxable Bonds or the Refunding Bonds. The Taxable Bonds and the Refunding Bonds will not be subject to optional redemption prior to their stated maturity dates.

Notice of Redemption. So long as the 2024A Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM." If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the 2024A Bond or 2024A Bonds being redeemed at the address shown on the bond register maintained by the Bond Registrar and Paying Agent not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of 2024A Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of 2024A Bonds as to which proper notice of redemption was given.

Notice of any redemption will also be provided as set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If monies for the payment of the redemption price and accrued interest are not held in separate accounts by the City or the Bond Registrar and Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such monies being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

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* *Subject to change.*

SECURITY AND SOURCES OF PAYMENT OF THE BONDS

General

The New Money Bonds will be payable as to principal and interest from a continuing, direct, annual ad valorem tax to be levied against all taxable property within the City, such tax to be levied without limitation as to rate or amount.

The Refunding Bonds will be payable as to both principal and interest from a continuing, direct, annual ad valorem tax to be levied against all taxable property within the City, such tax to be levied without limitation as to rate, but limited, by statutory provision, so that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate will not exceed the total aggregate of principal of and interest due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. The application of such taxes to the payment of the Refunding Bonds will be subject to the rights vested in the owners of the Bonds Being Refunded to the payment of the Bonds Being Refunded from the same source in the event of a deficiency in the proceeds of the Refunding Bonds held in Trust to pay principal of and interest on the Bonds Being Refunded. The owners of the Refunding Bonds must rely on the sufficiency of the moneys held in Trust for payment of the Bonds Being Refunded. See "PLAN OF REFUNDING."

Such taxes are to be levied, assessed and collected as other taxes of the City, in an amount sufficient to pay the interest on all the Bonds then outstanding and installments of the principal of the Bonds becoming due and payable in the ensuing year (subject to the limitations with respect to the Refunding Bonds described in the immediately preceding paragraph).

General obligation bonds heretofore and hereafter issued by the City have and will have an equal claim with the Bonds upon the proceeds of taxes levied for debt service on the Bonds. See TABLE 16A – Direct General Obligation Bonded Debt Outstanding and to be Outstanding in APPENDIX B – "CITY OF FLAGSTAFF, ARIZONA – FINANCIAL INFORMATION."

Defeasance

Pursuant to the Ordinance, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Any Bonds so provided for will no longer be outstanding under the Ordinance or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

PLAN OF REFUNDING*

The proceeds received from the sale of the Refunding Bonds, net of amounts used to pay costs of issuance on the Refunding Bonds, will be placed in the Trust with the Escrow Trustee pursuant to the terms of the Escrow Trust Agreement, to be applied to the payment of the Bonds Being Refunded, which will be fully sufficient to provide funds to pay at maturity or upon earlier redemption the Bonds Being Refunded together with interest thereon and redemption premiums, if any. The owners of the Refunding Bonds must rely upon the sufficiency of the funds held by the Escrow Trustee for the payment of the Bonds Being Refunded. The issuance of the Refunding Bonds shall in no way infringe upon the rights of the owners of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if the moneys held by the Escrow Trustee prove insufficient. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" and "VERIFICATION OF MATHEMETICAL COMPUTATIONS."

Issue Series	Maturity Date (July 1)	Coupon	Principal Amount Outstanding	Bonds Being Refunded	Redemption Date* (July 1)	CUSIP®[(1)] No. 338423
2014A	2026[(1)]	4.50%	$335,000	$335,000	2024	PK6
2014A	2027[(1)]	4.50%	350,000	350,000	2024	PK6
2014A	2028	4.50%	365,000	365,000	2024	PK6
2014A	2029[(2)]	4.00%	380,000	380,000	2024	PL4
2014A	2030[(2)]	4.00%	395,000	395,000	2024	PL4
2014A	2031[(2)]	4.00%	410,000	410,000	2024	PL4
2014A	2032[(2)]	4.00%	425,000	425,000	2024	PL4
2014A	2033[(2)]	4.00%	445,000	445,000	2024	PL4
2014A	2034	4.00%	460,000	460,000	2024	PL4
			$3,565,000	$3,565,000		

* *Subject to change.*

[(1)] *See footnote [(1)] on the inside front cover pages.*

[(2)] *Represents mandatory redemptions of a term bond with a final maturity date of July 1, 2028.*

[(3)] *Represents mandatory redemptions of a term bond with a final maturity date of July 1, 2034.*

To the extent the moneys held by the Escrow Trustee are not sufficient to pay, when due, the principal of and interest on the Bonds Being Refunded, the ad valorem taxes levied to pay debt service on the Refunding Bonds will be subject to the prior right of the owners of the Bonds Being Refunded to payment from the same tax levy. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS"

VERIFICATION OF MATHEMATICAL COMPUTATIONS

[disclosure to be added if Refunding Bonds are sold and require verification]

SOURCES AND USES OF FUNDS

	2024A Bonds	Taxable Bonds	Refunding Bonds	Total
Principal Amount	$30,000,000.00*	$10,000,000.00*	$3,270,000.00*	$43,270,000.00*
Net Original Issue Premium *(a)*				
Total Sources of Funds				
Cost of Projects				
Deposit to Trust				
Payment of Costs of Issuance *(b)*				
Total Uses of Funds				

* *Subject to change.*

(a) *Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.*

(b) *Will include compensation and costs of the Underwriter (as defined herein) with respect to the Bonds.*

ESTIMATED DEBT SERVICE REQUIREMENTS

The following table illustrates the (i) estimated annual debt service on the outstanding general obligation bonds of the City net of debt service with respect to the Bonds Being Refunded, (ii) estimated annual debt service on the Bonds and (iii) total estimated annual debt service on all general obligation bonds of the City outstanding after issuance of the Bonds.

TABLE 1

Schedule of Estimated Annual Debt Service Requirements *(a)*
City of Flagstaff

Fiscal Year	Bonds Outstanding *(b)* *		The 2024A Bonds*		The Taxable Bonds*		The Refunding Bonds*		Total Estimated Annual Debt Service Requirements*
	Principal	Interest	Principal	Interest *(c)*	Principal	Interest *(c)*	Principal	Interest *(c)*	
2023/24	$ 2,669,218	$ 921,542		$ 177,917*(d)*	$ 9,720,000	$ 72,014*(d)*	$ 350,000	$ 27,250*(d)*	$ 13,937,941
2024/25	2,758,605	748,980	$4,055,000	1,050,000	$280,000	11,900	235,000	146,000	9,285,486
2025/26	2,523,074	646,961	2,695,000	908,075			245,000	134,250	7,152,361
2026/27	2,607,627	560,109	285,000	813,750			255,000	122,000	4,643,486
2027/28	2,732,265	470,220	290,000	803,775			270,000	109,250	4,675,511
2028/29	1,116,990	375,796	780,000	793,625			280,000	95,750	3,442,161
2029/30	1,156,804	336,582	830,000	766,325			295,000	81,750	3,466,461
2030/31	1,196,707	295,879	1,140,000	737,275			310,000	67,000	3,746,861
2031/32	1,241,703	253,683	980,000	697,375			325,000	51,500	3,549,261
2032/33	1,286,792	209,794	965,000	663,075			345,000	35,250	3,504,911
2033/34	1,331,976	164,210	945,000	629,300			360,000	18,000	3,448,486
2034/35	1,377,257	116,928	960,000	596,225					3,050,411
2035/36	1,427,638	67,948	1,015,000	562,625					3,073,211
2036/37	298,119	17,067	2,545,000	527,100					3,387,286
2037/38	303,702	11,483	2,930,000	438,025					3,683,211
2038/39	309,391	5,795	3,315,000	335,475					3,965,661
2039/40			985,000	219,450					1,204,450
2040/41			1,210,000	184,975					1,394,975
2041/42			1,425,000	142,625					1,567,625
2042/43			1,300,000	92,750					1,392,750
2043/44			1,350,000	47,250					1,397,250
	$24,337,867		$30,000,000		$10,000,000		$3,270,000		

* *Subject to change.*

(a) *Prepared by Stifel, Nicolaus & Company, Incorporated (the "Financial Advisor").*

(b) *Net of the Bonds Being Refunded.*

(c) *Interest on the Bonds is estimated.*

(d) *The first interest payment on the Bonds will be due on July 1, 2024*. Thereafter, interest payments will be made semiannually on each January 1 and July 1 until maturity or prior redemption.*

LITIGATION

To the knowledge of the City, no litigation or administrative action or proceeding is pending, restraining or enjoining, or seeking to restrain or enjoin, the issuance or delivery of the Bonds, the refunding of the Bonds Being Refunded or the levy, collection or receipt of *ad valorem* property taxes to pay the debt service on the Bonds, contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. An authorized representative of the City will deliver a certificate to the same effect at the time of the original delivery of the Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, sale and issuance by the City of the Bonds and with regard to the tax status thereof will be passed upon by Greenberg Traurig, LLP, Phoenix, Arizona, as Bond Counsel, whose services have been retained by the City. The signed legal opinion of Bond Counsel, dated and premised on the law in effect as of the date of the Bonds, will be delivered to the Underwriter at the time of original delivery of the Bonds. The form of that opinion is included as APPENDIX C – "FORM OF APPROVING LEGAL OPINION" hereto. The legal opinion to be delivered may vary from the text of APPENDIX C – "FORM OF APPROVING LEGAL OPINION" if necessary to reflect the facts and law existing on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Certain legal matters will be passed upon for the Underwriter by Squire Patton Boggs (US) LLP, counsel to the Underwriter.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Bonds will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Bonds. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS WITH RESPECT TO TAX-EXEMPT BONDS

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet after the issuance of the Tax-Exempt Bonds in order that the interest on the Tax-Exempt Bonds be and remain excludable from gross income for federal income tax purposes. The City's failure to meet these requirements may cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Tax-Exempt Bonds. The City has covenanted in the Ordinance to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds.

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Tax-Exempt Bonds will be excludable from gross income of the owners thereof

for federal income tax purposes. Interest on the Tax-Exempt Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Tax-Exempt Bonds is not excluded from the determination of adjusted financial statement income for tax years beginning after 2022. Bond Counsel is further of the opinion that the interest on the Tax-Exempt Bonds will be exempt from income taxation under the laws of the State. Bond Counsel will express no opinion as to any other tax consequences regarding the Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt Bonds should consult with their own tax advisors as to the status of interest on the Tax-Exempt Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Tax-Exempt Bonds will be based on and will assume the accuracy of certain representations and certifications of the City, and compliance with certain covenants of the City to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Tax-Exempt Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Tax-Exempt Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Tax-Exempt Bonds, or the ownership or disposition of the Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt Bonds should be aware that the ownership of the Tax-Exempt Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Tax-Exempt Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Tax-Exempt Bonds, (iii) the inclusion of the interest on the Tax-Exempt Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Tax-Exempt Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Tax-Exempt Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Tax-Exempt Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates, and (vii) receipt of certain investment income, including interest on the Tax-Exempt Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Original Issue Premium

Certain of the Tax-Exempt Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that

accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Tax-Exempt Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Tax-Exempt Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount Bonds and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Bonds or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or State tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Tax-Exempt Bonds, adversely affect the market price or marketability of the Tax-Exempt Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Tax-Exempt Bonds. Prospective purchasers of the Tax-Exempt Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

On August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 (H.R. 5376) into law. For tax years beginning after 2022, this legislation will impose a minimum tax of 15 percent on the adjusted financial statement income of applicable corporations as defined in Section 59(k) of the Code (which is primarily designed to impose a minimum tax on certain large corporations). For this purpose, adjusted financial statement income is not reduced for interest earned on tax-exempt obligations. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential consequences of owning the Tax-Exempt Bonds

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Tax-Exempt Bonds is subject to information reporting to the Internal Revenue *Service* in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Tax-Exempt Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Tax-Exempt Bonds and proceeds from the sale of the Tax-Exempt Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Tax-Exempt Bonds. This withholding generally applies if the owner of the Tax-Exempt Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup

withholding. Prospective purchasers of the Tax-Exempt Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

TAX MATTERS WITH RESPECT TO TAXABLE BONDS

General

INTEREST ON THE TAXABLE BONDS IS NOT EXCLUDABLE FROM GROSS INCOME FROM FEDERAL INCOME TAX PURPOSES. In the opinion of Bond Counsel, interest on the Taxable Bonds is exempt from income taxation under the laws of the State. In general, prospective purchasers of the Taxable Bonds should consult their tax advisors regarding the federal, state, local, and foreign tax consequences of acquisition, ownership, and disposition of Taxable Bonds. For example, the legal defeasance of the Taxable Bonds may result in a deemed sale or exchange of the Taxable Bonds under certain circumstances, with concomitant tax consequences.

The following summary is not a complete analysis or description of all potential U.S. federal tax considerations that may be relevant to, or of the actual tax effect that any of the matters described herein will have on, a particular owner of Taxable Bonds, and is generally limited to U.S. Owners except as set forth below. This summary is based upon the Code, the Treasury Regulations promulgated or proposed thereunder, and administrative and judicial interpretations thereof, all as of the date hereof and all of which are subject to change or differing interpretations, possibly on a retroactive basis. There can be no assurances that the IRS will agree with such statements and conclusions As used in this summary, "U.S. Owners" are beneficial owners of the Taxable Bonds that for U.S. federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state or the District of Columbia, and certain estates or trusts with specific connections to the United States. As used in this summary, the term "Non-U.S. Owner" means a beneficial owner of Taxable Bonds that is not a U.S. Owner.

In particular, this summary does not address (a) special classes of taxpayers that are subject to special treatment under the U.S. federal income tax laws, such as S corporations, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, real estate investment trusts, grantor trusts, former citizens of the United States, broker-dealers, traders in securities, controlled foreign corporations, passive foreign investment companies, and tax-exempt organizations, (b) persons that own Taxable Bonds as a hedge against, or as obligations that are hedged against, currency risk, or that are part of a hedge, straddle, conversion, or other integrated transaction, or (d) persons whose functional currency is not the U.S. dollar. Unless specifically addressed herein, this summary does not address U.S. federal estate and gift tax consequences, U.S. federal alternative minimum tax consequences, or consequences under the tax laws of any state, local, or non-U.S. jurisdiction. In addition, this summary also does not address the tax consequences to an owner of Taxable Bonds held through a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes. **Partnerships holding Taxable Bonds, and partners in such partnerships, should consult their tax advisors regarding the tax consequences of an investment in the Taxable Bonds, including their status as U.S. Owners**.

Further, this discussion is limited to persons purchasing the Taxable Bonds for cash in this original offering at their "issue prices" (as described below) and who hold such Taxable Bonds as capital assets within the meaning of Code Section 1221. Owners that purchase the Taxable Bonds at prices other than their respective issue prices or after their original execution and delivery should consult their tax advisors regarding other tax considerations, such as market discount, as to all of which Special Counsel expresses no opinion.

Certain U.S. Federal Income Tax Consequences to U.S. Holders

Interest. In general, interest paid or accrued on the Taxable Bonds will be taxable to a U.S. Owner as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder's method of accounting for federal income tax purposes.

Under recently-enacted legislation known as the Tax Cuts and Jobs Act, U.S. Owners that use an accrual method of accounting for U.S. federal income tax purposes generally are required to include certain amounts in income no later than the time such amounts are reflected on certain financial statements. This rule generally is effective for tax years

beginning after December 31, 2017 (or, for debt securities issued with original issue discount, for tax years beginning after December 31, 2018). Accrual method U.S. Owners should consult their tax advisors regarding the potential applicability of this rule to their particular situation.

Disposition of the Taxable Bonds. Upon the sale, exchange, retirement, or other taxable disposition of a Taxable Bond, a U.S. Owner, in general, will recognize gain or loss equal to the difference between (a) the amount realized from the sale, exchange, retirement, or other disposition (except to the extent that the amount realized is attributable to accrued and unpaid stated interest, which will be treated as a payment of interest and taxed in the manner described above under "Interest" to the extent not previously included in income), and (b) the owner's adjusted tax basis, or applicable portion of the adjusted tax basis, in the Taxable Bond. The owner's adjusted tax basis generally will equal the owner's cost of the Taxable Bond, reduced by any principal payments (and any other payments on the Taxable Bonds not treated as qualified stated interest). Any such gain or loss generally will be long-term capital gain or loss, provided that the Taxable Bonds have been held for more than one year at the time of disposition. Net long-term capital gain recognized by individual or other non-corporate U.S. Owners generally will be subject to tax at a lower rate than that for net short-term capital gain or ordinary income. The deductibility of capital losses is subject to limitations.

Additional Tax on Net Investment Income. A 3.8% tax is imposed on the "net investment income" of certain U.S. citizens and residents, and on the undistributed "net investment income" of certain estates and trusts. Among other items, "net investment income" generally includes gross income from interest and certain net gain from the sale, exchange, redemption, or other taxable disposition of a debt instrument that produces interest, minus certain deductions. **A U.S. Owner that is an individual, estate, or trust should consult its tax advisor regarding the applicability of this additional tax**.

Information Reporting and Backup Withholding. The Trustee must report annually to the IRS and to each U.S. Owner any interest paid on, and the proceeds from the sale or other taxable disposition of, the Taxable Bonds and the amount of tax withheld, for each calendar year, except as to certain exempt recipients. In addition, a non-corporate U.S. Owner of the Taxable Bonds may be subject to backup withholding (currently at a rate of 24%) with respect to "reportable payments," which include interest paid on the Taxable Bonds and the gross proceeds of a sale, exchange, redemption, or retirement of the Taxable Bonds, unless the owner provides an accurate taxpayer identification number and certifies on an IRS Form W-9, under penalties of perjury, that the owner is not subject to backup withholding and otherwise complies with applicable requirements of the backup rules or otherwise establishes an exemption.

Certain U.S. Federal Income and Estate Tax Consequences to Non-U.S. Holders

Interest. Subject to the discussion below under "Application of Foreign Account Tax Compliance Act", interest on any Taxable Bond owned by a Non-U.S. Owner is generally not subject to U.S. federal income or withholding tax, provided that:

- the Non-U.S. Owner does not own, actually or constructively, 10% or more of the total combined voting power of all classes of voting stock of the Issuer, and is not a controlled foreign corporation related to the Issuer, directly or indirectly, through stock ownership;

- the Non-U.S. Owner is not a bank receiving such interest in the manner described in Code Section 881(c)(3)(A); and

- the Non-U.S. Owner certifies on IRS Form W-8BEN or W-8BEN-E, under penalties of perjury, that it is not a United States person. Special certification rules apply to Taxable Bonds that are held through foreign intermediaries.

If, however, a Non-U.S. Owner is engaged in a trade or business in the United States, and if interest on the Taxable Bonds is effectively connected with the conduct of such trade or business (and, if an income tax treaty applies, the interest is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Holder in the United States), such interest will be subject to U.S. federal income tax in a manner similar to that for Taxable Bonds owned by a U.S. Owner, as described above, and, in the case of a Non-U.S. Owner that is a foreign corporation, may also be subject to an additional branch profits tax (currently imposed at a rate of 30%, or a lower applicable treaty rate) on its

effectively connected earnings and profits, subject to adjustments. **Non-U.S. Owners should consult their tax advisors regarding the tax consequences of owning the Taxable Bonds**.

Disposition of the Taxable Bonds. Subject to the discussion below under "*Application of Foreign Account Tax Compliance Act*", a Non-U.S. Owner generally will not be subject to U.S. federal income or withholding tax on any amount of gain recognized by the Non-U.S. Owner upon the sale, exchange, retirement, or other taxable disposition of a Taxable Bond unless:

- the gain is effectively connected with the conduct of a trade or business in the United States by the Non-U.S. Owner (and, if an income tax treaty applies, is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Owner in the United States); or

- in the case of an individual, the Non-U.S. Owner is present in the United States for 183 days or more in the taxable year in which the sale, exchange, retirement, or other taxable disposition takes place and certain other conditions are met.

Application of Foreign Account Tax Compliance Act. The Foreign Account Tax Compliance Act ("FATCA") generally imposes a 30% withholding tax on interest payments and proceeds from the sale of interest-bearing obligations for payments made after the relevant effective date to (i) certain foreign financial institutions that fail to certify their FATCA information and (ii) investment funds and non-financial foreign entities if certain disclosure requirements are not satisfied related to direct and indirect United States shareholders and/or United States accountholders.

Under applicable Treasury Regulations, a 30% FATCA withholding tax generally will be imposed, subject to certain exceptions, on payments of (i) interest on Taxable Bonds and (ii) gross proceeds from the sale or other disposition of Taxable Bonds on or after January 1, 2020, where such payments are made to persons described in the immediately preceding paragraph.

With respect to payments made to a "foreign financial institution" (generally including an investment fund) either as a beneficial owner or as an intermediary, the FATCA withholding tax generally will be imposed, subject to certain exceptions, unless such institution (i) enters into (or is otherwise subject to) and complies with an agreement with the U.S. government (a "FATCA Agreement") or (ii) is required by and complies with applicable foreign law enacted in connection with an intergovernmental agreement between the United States and a foreign jurisdiction (an "IGA"), in either case to, among other things, collect and provide to the United States or other relevant tax authorities certain information regarding U.S. account holders of such institution. With respect to payment made to a foreign entity that is not a financial institution (as a beneficial owner), the FATCA withholding tax generally will be imposed, subject to certain exceptions, unless such entity provides to the withholding agent a certification that such entity does not have any "substantial" U.S. owner (generally, any specified U.S. person that owns, directly or indirectly, more than a specified percentage of such entity) or identifies its "substantial" U.S. owners.

If the Taxable Bonds are held through a foreign financial institution that enters into (or is otherwise subject to) a FATCA Agreement, subject to certain exceptions, such foreign financial institution (or, in certain cases, a person paying amounts to such foreign institution) generally will be required to withhold the 30% FATCA tax on the payment of dividends or the items described above made to (i) a person (including an individual) that fails to comply with certain information requests, or (ii) a foreign financial institution that has not entered into (and is not otherwise subject to) a FATCA Agreement, and that is not required to comply with FATCA pursuant to applicable foreign law enacted in connection with an IGA. Coordinating rules may limit duplicative withholding where the withholding described above under "Interest or Information Reporting and Backup Withholding" also applies.

If any amount of, or in respect of, U.S. withholding tax were to be deducted or withheld from payments made on Taxable Bonds because of a failure by the investor (or an entity or intermediary through which an investor holds the Taxable Bonds) to comply with FATCA, none of the Issuer, any paying agent, or any person would, pursuant to the terms of the Taxable Bonds, be required to pay additional amounts with respect to any Taxable Bonds because of the deduction or withholding of such tax. **Non-U.S. Owners should consult their tax advisors regarding the application of FATCA to the ownership or disposition of Taxable Bonds**.

Considerations for ERISA and other U.S. Benefit Plan Investors

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to Title I of ERISA. Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 40l(a) and 403(a) of the Code, which are exempt from tax under Section 501(a) of the Code, other than governmental and church plans as defined herein, and on Individual Retirement Accounts described in Section 408(b) of the Code. Certain employee benefit plans such as governmental plans (as defined in Section 3(32) of ERISA), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA requirements. Additionally, such governmental and non-electing church plans are not subject to the requirements of Section 4975 of the Code. Accordingly, assets of such plans may be invested in the Bonds without regard to the applicable ERISA and Code considerations; however, such plans may be subject to similar provisions under applicable federal and state law, including, without limitation, Section 503(b) of the Code. Furthermore, non-United States plans may be subject to requirements under non-U.S. law that are similar to such provisions of ERISA and the Code. Any fiduciary of a benefits plan considering whether to purchase, directly or indirectly, any of the Bonds on behalf of a such plan should consult with its counsel regarding the applicability of the fiduciary prohibited transaction provisions of ERISA and Sections 4975 and 503(b) of the Code and other similar requirements to such an investment.

RATING

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P") has assigned the rating of "__" to the Bonds. Such rating reflects only the views of S&P. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, CA 94111. Such rating may be revised or withdrawn entirely at any time by S&P, if, in its respective judgment, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price or marketability of the Bonds. The City will covenant in its continuing disclosure undertaking with respect to the Bonds that it will file notice of any formal change in any ratings relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" herein.

UNDERWRITING

The Bonds will be purchased by Piper Sandler & Co. (the "Underwriter") at an aggregate purchase price of $_____, pursuant to a bond purchase agreement (the "Purchase Contract") entered into by and between the City and the Underwriter. If the Bonds are sold to produce the yields shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Purchase Contract provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at yields lower than the public offering yields stated on the inside front cover page hereof. The initial offering yields set forth on the inside front cover page may be changed, from time to time, by the Underwriter without amendment of the Official Statement.

The Underwriter has entered into a distribution agreement ("Distribution Agreement") with Charles Schwab & Co., Inc. ("CS&Co") for the retail distribution of certain securities offerings, including the Bonds, at the original issue prices. Pursuant to the Distribution Agreement, CS&Co will purchase the Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that CS&Co sells.

RELATIONSHIP AMONG PARTIES

Bond Counsel has previously represented the Underwriter and the Financial Advisor, and is currently representing the Financial Advisor, with respect to other financings and has acted or is acting as bond counsel with respect to other bonds underwritten by the Underwriter and the Financial Advisor and may do so in the future. Bond Counsel also serves and has served as bond counsel for one or more of the political subdivisions that the City territorially overlaps.

Counsel to the Underwriter has previously acted as bond counsel with respect to other bonds underwritten by the Underwriter and the Financial Advisor and may continue to do so in the future if requested.

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2025 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the City as such will be filed with the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access System, each as described in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule"). A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. *Pursuant to Arizona Law, the ability of the City to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds and specifically their market price and transferability.

The City previously entered into continuing disclosure undertakings (the "Prior Undertakings") in connection with the issuance of certain bonds, which require the filing on or before February 1 of each year of audited financial statements and annual updates with respect to certain financial information and operating data related to the City (collectively, the "Prior Annual Report"). [disclosure portion to be discussed/reviewed] The City has implemented procedures to facilitate compliance with the Prior Undertakings, the continuing disclosure undertaking related to the Bonds and future similar undertakings in all material respects.

FINANCIAL ADVISOR

The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance of the Bonds. The Financial Advisor participated in the preparation of the Official Statement but has not verified, and does not assume any responsibility for, the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor has provided the following sentence for inclusion in this Official Statement: "The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City, but the Financial Advisor does not guarantee the accuracy or completeness of such information."

FINANCIAL STATEMENTS

The financial statements of the City as of June 30, 2023 and for its fiscal year then ended, which are included as APPENDIX E of this Official Statement, have been audited by Heinfeld Meech & Co. PC, as stated in its opinion which appears in APPENDIX E – "CITY OF FLAGSTAFF, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023." The City neither requested nor obtained the consent of Heinfeld Meech & Co. PC to include its report and Heinfeld Meech & Co. PC has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official and other sources and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract with the original purchasers or subsequent owners of the Bonds.

CITY OF FLAGSTAFF, ARIZONA

By:_____
Management Services Director

APPENDIX A

CITY OF FLAGSTAFF, ARIZONA
GENERAL AND DEMOGRAPHIC INFORMATION

General

The City is northern Arizona's principal population, commerce and education center. The City is situated in a mountainous region at an elevation of 7,000 feet. At the base of the San Francisco Peaks, including Mount Humphreys (the highest point in the State with an elevation of 12,670 feet), the City is known for its proximity to such Arizona attractions as the Grand Canyon, Wupatki National Monument, Sunset Crater, Walnut Canyon, Oak Creek Canyon and Meteor Crater.

The City was originally founded in the late 1800's as a work camp for construction crews working on the transcontinental railroad. It was incorporated as a town in 1894 and as a city in 1928. It has served as the county seat for Coconino County, Arizona (the "County") since 1891.

Listed below are U.S. Census population figures for the City, the County and the State.

TABLE 2

POPULATION STATISTICS

	City of Flagstaff	Coconino County	State of Arizona
2023 Estimated *(a)*	79,705	150,722	7,525,113
2020 Census	76,831	145,101	7,151,502
2010 Census	65,870	134,421	6,392,017
2000 Census	52,894	116,320	5,130,632
1990 Census	45,857	96,591	3,665,228
1980 Census	34,743	75,008	2,716,633

(a) Estimates as of July 1, 2023 (data released December 2023).

Source: Arizona Office of Economic Opportunity and the U.S. Census Bureau.

Municipal Government

The City operates under a Council-Manager form of government as provided by its Charter, which was originally adopted on October 3, 1958. The City Council is comprised of a Mayor and six Council members. The Council members are elected on a non-partisan ballot for four-year staggered terms while the Mayor is elected at large for a two-year term. The Mayor and Council members have equal voting power. The Council is responsible for policy-making, as well as making appointments to advisory boards, commissions and committees. It also appoints Municipal Court Judges and the City Attorney. Additionally, the City Council hires the City Manager who has full responsibility for carrying out Council policies and administering City operations. The City Manager in turn appoints City employees and department heads under civil service procedures as specified in the Charter.

Economy

The economy of the City is based primarily on government, small and medium-sized manufacturing, the service industry, trade and tourism. As the home of Northern Arizona University ("NAU"), the City is a center of educational, governmental and scientific employment and is becoming a center for research and development as well as the distribution and manufacturing of high technology products. The location of the City at the junction of Interstates 40 and 17, plus the close proximity of seven national parks and monuments, makes tourism a major source of employment and a strong

contributor to the revenue base of the City. In addition, the City serves as the major trade and service center for a wide area of northern Arizona.

The table below sets forth the major employers in the City.

TABLE 3

MAJOR EMPLOYERS
City of Flagstaff, Arizona

Employer	Product/Service	Approximate Employment
Northern Arizona University	Education	4,394
W.L. Gore & Associates	Manufacturing	2,500
Flagstaff Medical Center	Healthcare	2,487
Flagstaff Unified School District	Education	1,283
Coconino County	Government	1,185
City of Flagstaff	Government	996
Arizona Snowbowl	Recreation	700
Little America Hotel	Hospitality	245
Coconino Community College	Education	335
Nestle Purina	Manufacturing	323

Source: Community Investment Section – Economic Vitality, City of Flagstaff Human Resources, websites of non-municipal entities and Datanyze.

The table below sets forth the unemployment rate averages for the City, the County, the State and the United States for the years indicated.

TABLE 4

UNEMPLOYMENT RATE AVERAGES

Year	City of Flagstaff	Coconino County	State of Arizona	United States
2023	3.4%	4.1%	3.9%	3.6%
2022	3.2	4.4	3.8	3.7
2021	4.4	6.2	5.1	5.4
2020	7.2	9.6	7.8	8.1
2019	4.2	5.7	4.9	3.7

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

The table below shows a comparison of the changes in annual average employment levels in the various non-agriculture sectors of the County for calendar years 2019 into 2023.

TABLE 5

LABOR FORCE AND NONFARM EMPLOYMENT
Coconino County, Arizona

	2023	2022	2021	2020	2019
Mining and construction	3,100	2,900	2,800	2,700	2,600
Manufacturing	3,800	3,500	3,200	3,700	3,800
Trade, transportation, and utilities	9,300	9,900	9,500	8,800	9,300
Information	400	400	400	400	400
Financial activities	1,800	1,800	1,700	1,500	1,500
Professional and business services	4,100	4,100	3,700	3,200	3,500
Educational and health services	9,800	9,200	8,900	9,200	9,500
Leisure and hospitality	16,000	15,800	14,600	12,600	15,700
Other Services	1,700	1,700	1,700	1,600	1,800
Government	19,200	17,900	17,600	18,700	19,900
	69,200	67,200	64,100	62,400	68,000

Source: Arizona Office of Economic Opportunity, prepared in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Commerce

The following table illustrates the past five fiscal years of sales tax collections.

TABLE 6

TRANSACTION PRIVILEGE (SALES) TAX COLLECTIONS
City of Flagstaff, Arizona

Fiscal Year	Amount
2022/23	$78,692,305
2021/22	75,421,270
2020/21	66,364,941
2019/20	56,238,188
2018/19	50,717,362

Source: Arizona Department of Revenue.

Tourism

Flagstaff is located near such tourist attractions as the Grand Canyon, the Glen Canyon Dam and Lake Powell, Sunset Crater, Walnut Canyon, and the scenic recreational attraction of Oak Creek Canyon. Located near Flagstaff are various United States Forest Service park areas for camping, stream and lake fishing, swimming, water skiing and hunting. Snow-skiing is available in the winter at the Arizona Snowbowl, a few miles north of Flagstaff. Annual summer festivities in Flagstaff include an art, music, and theater festival. The J. Lawrence Walkup Skydome at NAU, with a seating capacity of 16,000, can be adapted to a variety of events including football, basketball, ice hockey, badminton, volleyball, track, intramurals, and cultural and entertainment events.

The following table sets forth the number of visitors to selected national parks and monuments, which are located near Flagstaff.

TABLE 7

TOURISM STATISTICS BY NUMBER OF VISITORS

Calendar Year	Grand Canyon National Park	Montezuma Castle National Monument	Sunset Crater National Monument	Walnut Canyon National Monument	Wupatki National Monument
2023 (a)	4,736,778	365,393	93,519	151,196	222,234
2022	4,732,101	364,014	54,787	179,396	194,448
2021	4,532,677	418,147	125,653	212,328	207,445
2020	2,897,098	242,028	83,669	107,422	146,074
2019	5,974,411	376,254	108,379	152,333	187,059
2018	4,756,771	390,151	104,583	167,736	205,122

(a) Data for 2023 is preliminary and subject to change.

Source: National Park Service – U.S. Department of the Interior.

APPENDIX B

CITY OF FLAGSTAFF, ARIZONA – FINANCIAL INFORMATION

Introduction

The City's fiscal year is from July 1 through June 30. City budgeting for a fiscal year formally begins with the preparation of a proposed budget for submission to the City Council for tentative adoption in early June of each year. After publication of the budget and a public hearing, a final budget is adopted for the upcoming fiscal year. The budget must contain detailed information concerning the sums required to be expended for each purpose and the City's tax levy is then set based on the adopted figures.

Expenditure Limitation

Beginning in fiscal year 1982/83, the City became subject to the annual expenditure limitation which is set by the Arizona Economic Estimates Commission. This limitation is based on the City's annual expenditures for fiscal year 1979/80, with this base adjusted to reflect interim population, cost of living and boundary changes. Certain expenditures are specifically exempt from the limit, including expenditures made from federal funds and bond sale proceeds, as well as debt service payments. The limitations can be exceeded for certain emergency expenditures or if approved by the voters. The constitutional provisions that relate to the expenditure limitation provide four processes to exceed the spending limit: a local home rule option, a permanent base adjustment, a one-time override, and a capital project accumulation.

Since the inception of expenditure limitations, the City has not exceeded its limitation in any fiscal year.

Budget Process

The annual budget serves as the foundation for the City's financial planning and control. The City Council formally adopts the budget and legally allocates, or appropriates, available monies for all funds and entities related to the City. All of these funds and entities are included in the basic financial statements. The City Manager submits to the Council each spring a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them. Two public hearings are held prior to the budget's final adoption in order to obtain taxpayer comments. The budget is legally enacted through the passage of a resolution. The resolution sets the limit for expenditures during the fiscal year. The legal level of control for the budget is the division level. Additional expenditures may be authorized for unanticipated and/or inadequately budgeted events threatening the public health or safety as prescribed in the State Constitution, Article 9, Section 20.

The City's financial plan requires many elements working in concert with one another. Some of these financial plan elements are financial resource planning, multi-year budget planning, strategic capital improvement project planning, and financial policy impacts, all of which are further identified below.

Financial Resource Planning – Strategic financial planning begins with determining the City's fiscal capacity based upon long-term financial forecasts of recurring available revenues. Financial forecasts coupled with financial trend analysis help preserve the fiscal well-being of the City. Strategic financial capacity planning is a critical element to reach long-term financial stability goals and to determine special financial needs for critical objectives of the City Council.

Multi-Year Budget Planning – Multi-year budget planning encompasses long-range operating expenditure plans (including the operating impacts of capital projects), which are linked to the community expectations and broad goals of the City Council. The multi-year approach provides a better opportunity for staff to change its financial paradigm from what do we need this year to how do we accomplish our service objectives over-time, given our financial capacity.

While the City is required to adopt an annual budget to meet State statutory requirements, the City builds a financial plan for five years to help anticipate future impacts and ensure achievement of City objectives within limited or decreasing resources.

Strategic Capital Improvement Project Planning – The City's Capital Improvement Projects are planned for five or more years and analyzed using City specific prioritization criteria. The operating cost impacts of projects are also planned and considered in developing future operating budget plans. Projects with significant operating impacts are carefully timed to avoid contingent liabilities, which future operating resources cannot meet. Pay-as-you-go funding sources are also conservatively estimated to avoid over-committing to capital construction using revenues that are not certain. To the extent debt financing is used and/or required, capital project plans are sized to conform to existing debt management policies.

Financial Policy Planning – The City's financial policies dictate minimum fund balance levels for the General, Special Revenue, and Enterprise Funds. The General Fund is required to maintain a fund balance of 15% of ongoing revenues and special revenue and enterprise funds are to maintain a 10% fund balance, as calculated against ongoing revenues. The City had a 15% fund balance in FY 2013 and made a commitment to increase the fund balance to 20% over the next few years. Since FY 2015, the City has adopted General Fund budgets with an excess of 20% fund balance in the five-year plans.

Financial Reports and Examination of Accounts

State law requires that the City's financial books and records be audited by independent auditors, on an annual basis. Annually, independent certified public accountants audit the financial records as required by State law and the City's Charter. See APPENDIX E – "THE CITY – AUDITED ANNUAL FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023" for the financial statements from the City's June 30, 2023, Annual Comprehensive Financial Report. The City received a Certificate of Achievement for Excellence in Financial Reporting from GFOA for its 2023 Annual Comprehensive Financial Report as well as in each of the 29 preceding years.

PROPERTY TAXES

As described under the heading "SECURITY AND SOURCES OF PAYMENT OF THE BONDS," the City will be required by law to cause to be levied on all the taxable property in the City a continuing, direct, annual, *ad valorem* property tax sufficient to pay all principal, interest, and costs of administration for the Bonds as the same become due. The State's *ad valorem* property tax levy and collection procedures are summarized under this heading "PROPERTY TAXES."

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than fifteen percent of the Full Cash Value. (Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions

The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the City.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 8

Property Tax Assessment Ratios (Tax Year)

Property Classification *(a)*	2020	2021	2022	2023	2024
Mining, utilities, commercial and industrial *(b)*	18%	18%	17.5%	17%	16.5%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(c)*	15	15	15	14	14

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 16% for tax year 2025, 15.5% for tax year 2026 and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, *2024 Final Property Class Summary*, Arizona Department of Revenue.

Primary Taxes

Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed Property Value (as defined herein). "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bond indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes

Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, water conservation and career technical education districts, and taxes levied by school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Calculating Debt Limitations

Net Full Cash Assessed Value is determined by excluding the value of property exempt from taxation from Full Cash Assessed Value of both locally assessed and centrally valued property and combining the resulting two amounts. Net Full Cash Assessed Value is the basis for determining bonded debt limitations for certain political subdivisions in Arizona, including the City.

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County. (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year).

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years. Set forth below is a record of property taxes levied and collected in the City for a portion of the current fiscal year and all of the previous five fiscal years.

TABLE 9

Property Taxes Levied and Collected *(a)*
City of Flagstaff, Arizona

Fiscal Year	City Tax Rate	Adopted City Tax Levy	Collected to June 30th of Initial Fiscal Year		Cumulative Collections to January 31, 2024	
			Amount	% of Adj. Levy as of	Amount	% of Adj. Levy as of
2023/24	$1.4634	$15,793,382	*(b)*	*(b)*	$10,085,066	63.86%
2022/23	1.4954	15,393,949	$15,199,190	98.73%	15,347,953	99.70
2021/22	1.5186	14,845,646	14,639,562	98.61	14,833,009	99.91
2020/21	1.5510	14,367,679	14,129,497	98.34	14,333,032	99.76
2019/20	1.6299	14,158,001	13,834,856	97.72	14,099,385	99.59
2018/19	1.6700	13,527,514	13,311,900	98.41	13,468,832	99.57

(a) *Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.*

(b) *2023/24 taxes in course of collection:*
First installment due 10-01-23; delinquent 11-01-23
Second installment due 03-01-24; delinquent 05-01-24

Source: Office of the Treasurer of the County.

Delinquent Tax Procedures

The property taxes due the City are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of each subsequent month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property. When an owner of land or property within the City (a "debtor") files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to

collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the City, the Financial Advisor, the Underwriter or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

ASSESSED VALUATIONS AND TAX RATES

TABLE 10

Direct and Overlapping Net Limited Assessed Property Values and Tax Rates *(a)*
Per $100 Net Limited Assessed Property Value

Overlapping Jurisdiction	2023/24 Net Limited Assessed Property Value	2023/24 Total Tax Rate Per $100 Net Limited Assessed Property Value
State of Arizona	$83,026,514,349	$0.0000
Coconino County	2,171,931,018	0.5009
Coconino County Community College District	2,171,931,018	0.6056
Coconino County Public Health Services	2,171,931,018	0.2500
Coconino County Library District	2,171,931,018	0.2756
Coconino County Fire District Assistance Fund	2,171,931,018	0.1000
Coconino County Flood Control District *(a)*	1,969,898,488	0.5000
Flagstaff Unified School District No. 1	1,611,268,436	4.8443
Coconino County Joint Vocational Education District	1,878,512,902	0.0500
City of Flagstaff	1,079,225,196	1.4634

(a) The assessed value of the Coconino County Flood Control District does not include the personal property assessed valuation of the County.

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and Finance Department of the County.

TABLE 11

Net Limited Assessed Property Value by Property Classification *(a)*
City of Flagstaff, Arizona

Class	2023/24	2022/23	2021/22	2020/21	2019/20
Commercial, Industrial, Utilities & Mines	$ 327,776,872	$ 315,613,401	$ 314,720,301	$ 301,442,682	$ 286,601,339
Agricultural and Vacant	39,682,001	36,642,071	36,730,887	37,445,972	38,036,195
Residential (owner occupied)	354,732,991	337,759,347	320,436,993	303,230,248	289,965,626
Residential (rental)	353,857,156	332,323,531	304,262,258	280,069,825	249,724,242
Railroad	2,065,303	2,438,126	2,501,736	2,338,115	2,430,712
Historical Property	833,423	790,719	739,922	733,520	1,568,037
Commercial Historical Property	77,241	72,697	71,243	473,349	457,160
Residential Historical Property (rental)	8,257	6,597	6,141	5,688	5,338
Certain Government Property Improvements	191,952	192,795	27,225	25,691	17,998
Totals *(a)*	$ 1,079,225,196	$ 1,025,839,285	$ 979,496,706	$ 925,765,090	$ 868,806,647

(a) Totals may not add up due to rounding.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE 12

Net Limited Assessed Property Value of Major Taxpayers
City of Flagstaff, Arizona

Major Taxpayer *(a)*	2023/24 Net Limited Assessed Property Value	As % of 2023/24 Net Limited Assessed Property Value
Arizona Public Service	$ 23,183,581	2.15 %
W.L. Gore & Associates, Inc.	19,398,631	1.80
Nestle Purina Petcare Company	9,994,728	0.93
Standard at Flagstaff LLC	9,189,812	0.85
CCC-Flagstaff LLC	8,032,889	0.74
CA Student Living Flagstaff Property Owner LLC	6,449,075	0.60
Unisource Energy Corporation	6,001,272	0.56
Little America Hotels & Resorts Inc	5,315,286	0.49
NNC VAP DE LLC	5,161,572	0.48
Core Campus Flagstaff LLC	5,059,221	0.47
	$ 97,786,067	9.06 %

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at http://www.sec.gov. No representative of the City, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

Source: The Assessor of the County.

TABLE 13

Comparative Net Limited Assessed Property Values *(a)*

Fiscal Year	City of Flagstaff	Coconino County	State of Arizona
2023/24	$ 1,079,225,196	$2,171,931,018	$ 83,026,514,349
2022/23	1,025,839,285	2,078,911,570	78,415,651,030
2021/22	979,496,706	1,983,519,972	74,200,360,570
2020/21	925,765,090	1,929,724,114	69,914,763,468
2019/20	868,806,647	1,831,089,260	66,157,223,639

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

TABLE 14

Estimated Net Full Cash Value History
City of Flagstaff, Arizona

Fiscal Year	Estimated Net Full Cash Value *(a)*
2023/24	$ 12,858,823,744
2022/23	10,368,843,615
2021/22	9,899,112,958
2020/21	9,369,131,359
2019/20	8,397,908,073

(a) *Estimated Net Full Cash Value is the total market value of the property within the City less the estimated Full Cash Value of property exempt from taxation within the City.*

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

DIRECT AND OVERLAPPING BONDED INDEBTEDNESS

TABLE 15

Current Year Statistics (For Fiscal Year 2023/24)
City of Flagstaff, Arizona

Total General Obligation Bonds Outstanding and to be Outstanding	$ 67,607,867**(a)*
Total Certificates of Participation Outstanding	123,670,000
Total Combined Utility Revenue Obligations Outstanding	40,967,565
Total Excise Tax Revenue Obligations Outstanding	14,745,000
Net Limited Assessed Property Value	1,079,255,196
Net Full Cash Assessed Value	1,485,788,250
Estimated Net Full Cash Value	12,858,823,744

[add footnote regarding estimated 2024/25 assessed values when available]

* *Subject to change.*

(a) Includes the Bonds. See footnote (b) to TABLE 17 for a description of certain proceeds of the 2024 Bonds for State voter authorization and debt limit purposes.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue and *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

TABLE 16A

Direct General Obligation Bonded Debt Outstanding and to be Outstanding
City of Flagstaff, Arizona

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding	Bonds Being Refunded*	Balance Outstanding and to be Outstanding
2013	$ 11,460,000	Refunding	2020	4,440,000	-	$ 4,440,000
2014A	6,600,000	Various purposes	2031	4,205,000	($3,565,000)	640,000
2016	16,105,000	Various purposes	2021	11,775,000	-	11,775,000
2020WIFA *(a)*	5,000,000	Various purposes	2028	4,322,867	-	4,322,867
2020	11,090,000	Various purposes	2034	3,160,000	-	3,160,000
Total General Obligation Bonded Debt Outstanding						$ 24,337,867*
Plus: The 2024A Bonds						30,000,000*
Plus: The Taxable Bonds						10,000,000*
Plus: The Refunding Bonds						3,270,000*
Total General Obligation Bonded Debt Outstanding and to be Outstanding *(b)*						$ 67,607,867**(b)*

* *Subject to change.*

(a) Represents a Loan Agreement with the Water Infrastructure Finance Authority of Arizona ("WIFA").

(b) See footnote (b) to TABLE 17 for a description of the treatment of certain proceeds of the Bonds for State voter authorization and debt limit purposes.

TABLE 16B

Certificates of Participation Outstanding

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding and to be Outstanding
2018	$3,880,000	Core maintenance facility	2043	$ 3,415,000
2020	3,845,000	Municipal court building	2044	3,425,000
2020A	131,000,000	Pension liability management	2040	116,830,000
Total Certificates of Participation Bonded Debt Outstanding				$ 123,670,000

* *Subject to change.*

TABLE 16C

Water and Wastewater Revenue Obligations Outstanding

The following chart lists the water and wastewater revenue obligations of the City that are currently outstanding. Certain of such obligations are through loan agreements with WIFA.

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding
2009	$1,100,000	Well improvements	2029	$ 396,624
2009	1,100,000	Local aquifer study	2029	189,942
2017	17,129,000	Refunding	2027	7,579,000
2019	9,585,000	Water and sewer improvements	2034	7,110,000
2022	4,092,000	Stormwater system improvements	2037	3,645,000
2022REF	4,930,000	Refunding	2029	3,631,000
2022WIFA	19,000,000	Stormwater system improvements	2046	18,416,000
Total Combined Utility Revenue Obligations Outstanding				$ 40,967,565

TABLE 16D

The City of Flagstaff Municipal Facilities Corporation ("MFC") is an Arizona nonprofit corporation formed in January 1979. The City and the MFC have issued debt secured by Excise Taxes and State Shared Revenues as shown below.

Excise Tax and State Shared Revenue Supported Debt

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding
2010A	$3,370,000	Construction of business incubator	2030	$ 1,475,000*(a)*
2016	8,930,000	Street improvements and preservation	2032	5,480,000
2018	9,700,000	Street improvements and preservation	2034	7,790,000
Total Excise Tax and State Shared Revenue Supported Debt Outstanding				$ 14,745,000

(a) *Under a loan agreement with the Greater Arizona Development Authority ("GADA"), the City has agreed to make semi-annual payments equal to the principal and interest on the GADA loan. The City has pledged State Shared Revenues to the payment of the GADA loan.*

Direct Bonded Debt, Legal Limitation and Unused Borrowing Capacity
City of Flagstaff, Arizona

Under the provisions of the Arizona Constitution, outstanding general obligation bonded debt for combined water, sewer, light, parks and open space, transportation and public safety purposes may not exceed 20% of a city's Net Full Cash Assessed Value, nor may outstanding general obligation bonded debt for all other purposes exceed 6% of a city's Net Full Cash Assessed Value.

TABLE 17

General Municipal Purpose Bonds		Water, Light, Sewer, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street and Transportation Facilities Bonds	
Total 6% General Obligation Bonding Capacity	$ 89,147,295	Total 20% General Obligation Bonding Capacity	$ 297,157,650
Less: 6% General Obligation Bonds Outstanding	(10,000,000)*(a)	Less: 20% General Obligation Bonds Outstanding	(57,607,867)*(a)
Less: Original Issue Premium for the Bonds	-*(b)	Less: Original Issue Premium for the Bonds	-*(b)
Less: Unamortized Net Original Issue Premium of Prior Bonds	-	Less: Unamortized Net Original Issue Premium of Prior Bonds	(1,894,386) (c)
Net 6% General Obligation Bonding Capacity	$ 79,147,295*	Net 20% General Obligation Bonding Capacity	$ 237,655,397*
Total Capacity	$316,802,692*		

* *Subject to change.*

(a) Includes the Bonds.

(b) In the case of the Bonds, the principal amount authorized at the 2022 Election, will be reduced by a total of $[0]. This amount reduces in equal amount the borrowing capacity of the City under the Arizona Constitution (as described under the heading "THE BONDS – Authorization and Use of Funds"). The City's borrowing capacity, but not authorization, will be recaptured as premium is amortized.*

(c) This amount represents unamortized premium on the City's outstanding bonds, which is treated as described in the immediately preceding footnote.

TABLE 18

Direct and Overlapping General Obligation Bonded Debt
City of Flagstaff, Arizona

Overlapping Jurisdiction	General Obligation Bonded Debt *(b)*	Proportion Applicable to the City *(a)* Approximate Percent	Proportion Applicable to the City *(a)* Net Debt Amount
State of Arizona	None	1.30 %	None
Coconino County	None	49.69	None
Coconino County Community College District	None	49.69	None
Flagstaff Unified School District No. 1	$83,540,000	66.98	$55,955,092
City of Flagstaff *(c)*	67,607,867*	100.00	67,607,867*
Net Direct and Overlapping General Obligation Bonded Debt			$ 123,562,959*

(a) Proportion applicable to the City is computed on the ratio of Net Limited Assessed Property Value for 2023/24.

(b) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County improvement districts, as the bonds of these districts are presently being paid from special assessments against property within the various improvement districts.

Does not include presently authorized but unissued general obligation bonds of such jurisdictions, which may be issued in the future as indicated in the following table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	*General Obligation Bonds Authorized but Unissued*
Flagstaff Unified School District No. 1	*$85,000,000*
City of Flagstaff (d)	*40,085,000**

(c) Includes the Bonds and is net of the Bonds Being Refunded.

(d) Net of the New Money Bonds.

* *Subject to change.*

TABLE 19

Direct and Overlapping General Obligation Bonded Debt Ratios
City of Flagstaff, Arizona

	Per Capita Bonded Debt Population Estimated @ 79,705	As % of City's 2023/24 Net Limited Assessed Property Value	As % of City's 2023/24 Estimated Net Full Cash Value
Net Direct General Obligation Bonded Debt**(a)*	$848.23	6.26%	0.53%
Net Direct and Overlapping General Obligation Debt**(a)*	1,550.25	11.45	0.96

* *Subject to change.*

(a) Includes the Bonds and is net of the Bonds Being Refunded.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue, *Property Tax Rates and Assessed Values*, Arizona Tax Research Association, the Arizona Office of Economic Opportunity, and the City.

TABLE 20

Other Obligations
City of Flagstaff, Arizona

The City has entered into lease agreements that generally require annual payments and the lease terms vary from 5 to 21 years. The lease agreement amounts outstanding are listed as follows: renewable energy solar equipment of $412,233 (net of accumulated depreciation) and parking meter assets of $380,218 (net of accumulated depreciation). Finance purchase agreements related to business-type activities consist of airport hangars of $329,058 (net of accumulated depreciation) and renewable energy solar equipment of $786,806 (net of accumulated depreciation).

The lease agreements qualify as capital leases for accounting purposes and, therefore have been recorded at the present value of their future minimum lease payments as of the date of inception.

Year Ending June 30	Government Activities	Business-type Activities
2024	$204,840	$403,163
2025	201,643	281,195
2026	195,088	152,812
2027	135,009	147,915
2028	74,851	142,865
2029	35,892	68,497
Total future minimum lease payments	$847,323	$1,196,447
Less: interest costs	(54,872)	(80,583)
Present value of future minimum lease payments	$792,451	$1,115,864

CITY EMPLOYEE RETIREMENT SYSTEM

Retirement Benefits

The City contributes to the retirement plans described below and as referenced in Section IV - Note C in APPENDIX E – "CITY OF FLAGSTAFF, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023." Benefits are established by State statute and generally provide retirement, death, long-term disability, survivor and health insurance premium benefits. Both the City and each covered employee contribute to the plans.

Each of the plans has reported increases in its unfunded liabilities The increases in unfunded liabilities is expected to result in increased future annual contributions by the City and its employees; however the specific impact on the City's and its employees' future contributions cannot be determined at this time.

Section IV - Note C in APPENDIX C – "THE CITY OF FLAGSTAFF, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023" is information about the plans based on GASB's Statements No.s 67 and 68. Please refer to APPENDIX C for more specific information about the plans. In the case of any difference between what is here versus what is in APPENDIX C, the latter supersedes the former.

The Arizona State Retirement System ("ASRS"). ASRS is a multiple-employer defined benefit pension plan, a multiple-employer defined benefit health insurance premium benefit plan, and a multiple-employer defined benefit long-term disability plan for approximately 600,000 Arizona public employees including qualified employees of the State, municipal governments, counties and K-12 education agencies. As of June 30, 2023, the unfunded liability for ASRS was $18.45 billion with a funding ratio of 73.1% and an assumed earning rate of 7.0%. As of June 30, 2023, the City reported a liability of $47,750,658 for its proportionate share of the net pension liability under ASRS. Pursuant to State statute, the contribution rate for the employer (the City) and active members of ASRS are equal. For fiscal year 2024/25, the actuarially determined contribution rate for the City and active members of ASRS is 12.27% (12.12% for retirement and health insurance and 0.15% for long-term disability).

The table below shows recent actuarially determined contribution rates that the active ASRS members and the City are/were required to contribute, the plan's funded status and the pension contributions under ASRS for the next, current and past three fiscal years.

Fiscal year ended	Retirement and Health Insurance Premiums	Long-term Disability	Total Contribution Rate	Funded Status	Pension Contributions
June 30, 2025	12.12%	0.15%	12.27%	unavailable	unavailable
June 30, 2024	12.14	0.15	12.29	unavailable	unavailable
June 30, 2023	12.03	0.14	12.17	73.1%	$4,384,073
June 30, 2022	12.22	0.19	12.41	72.7	4,196,842
June 30, 2021	12.04	0.18	12.22	71.5	3,845,197

The Public Safety Personnel Retirement System ("PSPRS"). PSPRS is an agent multiple-employer defined benefit pension plan and an agent multiple employer defined benefit health insurance premium benefit plan that covers public safety personnel who are regularly assigned to hazardous duties for which the Arizona State Legislature establishes active plan members' contribution rates and member benefits. This is not a "pooled" system – a separate account exists for the police and fire employees of each participating political subdivision. In total, there are 258 individual plans in PSPRS. Each plan has its own financial condition, funding status, etc. which varies greatly across the system.

A 2016 amendment to the State constitution ("Prop 124") created an exception to the prohibition in the Constitution against diminishing or impairing public retirement system benefits by allowing for certain adjustments to PSPRS and preserved the State's legislative ability to modify public retirement benefits. Prop 124 allowed for, among other things, the replacement of permanent benefit increases then required by law with COLA (defined below) provisions tied to the regional consumer price indexes.

PSPRS active membership is comprised of three separate "tiers" based on date of hire which are shown in the following table.

"Tier 1" Members	"Tier 2" Members	"Tier 3" Members
Hired into PSPRS position before January 1, 2012	Hired into PSPRS position on or after January 1, 2012 and before July 1, 2017	Hired into PSPRS position on or after July 1, 2017

The different tiers have different types of plans. Tier 1 members have a defined benefit plan, Tier 2 members have a defined benefit or defined benefit hybrid plan and Tier 3 members have a defined contribution, defined benefit or defined benefit hybrid plan. (The hybrid plan is a pension with an additional defined contribution tax-deferred retirement savings account for Tier 2 and Tier 3 members who do not contribute to Social Security). For Tier 1 and Tier 2 members, the type of plan is determined automatically. For Tier 3 members the type of plan is an irrevocable career choice with a default to a defined benefit plan after 90 days. The actuarially determined employer contribution rate varies among the different tiers and the different types of plans as shown in the tables below.

As of June 30, 2023, the unfunded liability for Tiers 1 and 2 of PSPRS was $7.4 billion with a funding ratio of 66.3%. When calculating, an assumed earning rate of 7.2% was used and an assumed rate of 1.75% was used for increases in the cost of living allowance ("COLA").

The following tables show the actuarially determined annual contribution rates, funded status and total audited contribution amounts for PSPRS.

Police

	Fiscal Year Ended				
	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021
Contribution Rates*					
Tier 1 Defined Benefit Employer	11.83%	10.13%	6.21%	9.04%	51.12%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employer (a)	11.83%	10.13%	6.21%	9.04%	51.12%
Tier 2 Defined Benefit Employee (a)(b)	11.65%	11.65%	11.65%	11.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	10.52%	9.56%	9.94%	9.94%	49.22%
Tier 3 Defined Benefit Employee (a)	8.89%	9.56%	9.94%	9.94%	9.94%
Tier 3 Defined Contribution Employer (c)	12.36%	10.60%	10.85%	9.88%	49.69%
Tier 3 Defined Contribution Employee	10.73%	10.60%	10.85%	9.88%	10.41%
Pension Funded Status	N/A	N/A	97.7%	103.6%	107.8%
Health Funded Status	N/A	N/A	119.0%	117.9%	116.9%
Total City (Employer) Pension and Health Contribution	N/A	N/A	$731,250	$733,131	$55,900,990 (c)

Fire

	Fiscal Year Ended				
	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021
Contribution Rates*					
Tier 1 Defined Benefit Employer	12.42%	12.86%	8.35%	10.77%	88.79%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employer (a)	12.42%	12.86%	8.35%	10.77%	88.79%
Tier 2 Defined Benefit Employee (a)(b)	11.65%	11.65%	11.65%	11.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	8.89%	9.56%	9.94%	9.94%	84.70%
Tier 3 Defined Benefit Employee (a)	8.89%	9.56%	9.94%	9.94%	9.94%
Tier 3 Defined Contribution Employer (c)	10.73%	10.60%	10.85%	9.88%	85.17%
Tier 3 Defined Contribution Employee	10.73%	10.60%	10.85%	9.88%	10.41%
Pension Funded Status	N/A	N/A	102.6%	106.6%	106.7%
Health Funded Status	N/A	N/A	225.6%	219.7%	212.1%
Total City (Employer) Pension and Health Contribution	N/A	N/A	$1,495,998	$1,442,498	$63,593,670 (c)

* Sum of the Pension and Health insurance premium benefit contribution rates.

(a) Does not include additional contribution percentage of 3% associated with defined benefit ("DB") members additionally participating in the defined contribution ("DC") plan. Employer rate is 4% for Tier 2 members for a period of time depending on the individual's membership date.

(b) Tier 2 employees contribute a maximum of 11.65%, but statutory requirements dictate only 7.65% is applied toward employer costs.

(c) During fiscal year 2020, the City issued $131,000,000 principal amount of Certificates of Participation to fund a prepayment to PSPRS related to its then PSPRS unfunded pension liability.

The amortization of unfunded liabilities for Tier 1 and Tier 2 is applied to the payroll for employees in all tiers, including Tier 3, on a level percent basis.

The Elected Officials Retirement Plan. EORP is a multiple-employer defined benefit pension plan and a multiple-employer defined benefit health insurance premium plan that covers elected officials and judges of certain state and local governments. (EORP is governed by the same Board of Trustees that manages PSPRS.) As of January 1, 2014 EORP is closed to new members. Pursuant to Arizona statute, the annual contribution for active members of EORP is 13% of the members' annual covered payroll. Additionally, the amount of the members' contribution that exceeds 7% is not used to reduce the actuarially determined employer contribution. As of June 30, 2023, the City reported a liability of $1,488,752 for its proportionate share of the net pension liability under EORP.

Participating EORP employers are required to annually contribute at an actuarially determined employer contribution rate. The basis for the employer rate is the covered payroll for all eligible elected officials and eligible judges employed by the employer. The actuarially determined statutory employer contribution rate for 2023/24 is 76.51% (76.66% for EODCRS with the employer disability program). This amount is distributed to EORP, the Elected Officials Defined Contribution Retirement System ("EODCRS") and ASRS, depending on the retirement program in which each eligible employee participates. As a percent of covered payroll, the employer contribution, by statute, for EODCRS participating members is 6.00%; the employer contribution for ASRS participating members is 12.29% for fiscal year 2023/24; all remaining employer contributions, up to the actuarially determined contribution rate of the covered payroll of all elected officials and eligible judges, are remitted to EORP. EORP is additionally funded each year with designated state and municipal court fees and a $5,000,000 appropriation from the State general fund.

Statutory Changes and Court Decisions Regarding the PSPRS and EORP

PSPRS, CORP and EORP are all operated under the umbrella of the Public Safety Personnel Retirement System and the Public Safety Personnel Retirement System Board of Trustees. Since 2011 there have been various modifications designed to mitigate increasing unfunded liabilities in the programs. Some of these modifications were enacted by the Arizona Legislature; some changes resulted from successful court challenges to those statutory changes; and other changes were implemented by voter approved amendments to the State Constitution. Substantively, the modifications have included changes to contribution rates, retirement criteria, funding horizons, retirement benefits and post-retirement benefit increase calculations.

Potential Future State Legislation Affecting ASRS and PSPRS

Bills are frequently introduced at sessions of the State Legislature that, if enacted, could impact the administration of the ASRS and PSPRS and the eligibility, timing and payment of benefits from such plans. The City is unable to determine whether any such bills will be enacted into legislation or in what form such legislation may be enacted and what the impact of any such legislation may be.

Other Post-Employment Retirement Benefits

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plan.

The City of Flagstaff provides post-retirement healthcare insurance benefits for its retirees as a single employer defined benefit OPEB plan, which is administered through Northern Arizona Public Employee Benefit Trust (NAPEBT). Eligible retirees and their beneficiaries up to the age of 65 are allowed to participate in the same healthcare plan as active employees and pay the same premium for this benefit, which results in an implicit rate subsidy. Even though the City makes no direct payments on behalf of the retirees, the City is required to report this implicit cost for active employees who will be able to continue to purchase health insurance once they retire. Substantially, all the City's employees may become eligible for those benefits when they qualify for retirement. To be eligible a retiree must qualify to receive retirement benefits from the Arizona State Retirement System and elect coverage at date of retirement. At June 30, 2023, the City reported a net OPEB liability of $9,810,861. The net

OPEB liability was measured as of June 30, 2022 and the total OPEB liability were determined from the actuarial valuations as of July 1, 2021. The City has chosen not to fund this plan; therefore, the total OPEB liability is the net OPEB liability.

Governmental Accounting Standards Board:

The Governmental Accounting Standards Board adopted Governmental Accounting Standards Board Statement Number 68, *Accounting and Financial Reporting for Pensions* ("GASB 68"), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their "proportionate share" of the plan's net pension liability in their government-wide financial statements. GASB 68 also requires that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. The pension liability was measured as of June 30, 2022. See Section IV – Note C in APPENDIX C – "CITY OF FLAGSTAFF, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023." for further discussion of the City and its pension liability.

New Reporting Requirements - Governmental Accounting Standards Board Statement No. 67, Financial Reporting for Pension Plans, An Amendment of GASB Statement No. 25, is designed to improve financial reporting by state and local governmental pension plans. This statement replaces the requirements of Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, and No. 50, Pension Disclosures, as they relate to pension plans that are administered through trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria.

REVENUES AND EXPENDITURES

State law requires that the City's financial books and records be audited by the State Auditor General or independent certified public accountants on an annual basis. The audited financial statements of the City are presented in APPENDIX E – "CITY OF FLAGSTAFF, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023."

The table below summarizes audited Revenues, Expenses and Changes in Fund Balance for the fiscal years 2018/19 through 2022/23 and budgeted information for 2023/24. The information contained in the summary should be read in conjunction with the financial statements and accompanying notes in APPENDIX E of this Official Statement.

The Bonds will be payable solely from the source described under the heading "SECURITY AND SOURCES OF PAYMENT OF THE BONDS." The information provided in the following table is for reference only.

TABLE 21

General Fund
City of Flagstaff, Arizona

	Audited					Budgeted *(a)*
	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
FUND BALANCE AT BEGINNING OF YEAR	$ 37,048,484	$ 39,652,321	$ 52,685,040	$ 65,079,877	$ 73,512,977	$ 73,528,126
REVENUES						
Taxes	$29,471,053	$31,841,128	35,652,728	38,332,277	$ 39,654,717	38,845,500
Intergovernmental	20,614,918	21,873,456	25,162,689	26,748,529	32,236,115	36,669,518
Grants and entitlements	1,678,455	1,945,487	2,331,162	2,391,660	2,131,382	26,428,812
Charges for services	3,502,921	2,934,067	2,529,117	3,557,079	3,513,865	3,310,730
Licenses and permits	3,290,089	4,937,026	5,175,255	5,347,966	3,821,960	3,049,885
Fines and forfeitures	1,416,062	1,217,311	932,592	789,819	747,455	795,005
Rents	1,104,357	1,108,741	1,094,905	1,133,714	1,171,792	1,655,136
Investment earnings	3,704,580	4,147,386	(1,253,554)	(5,980,098)	311,347	434,234
Contributions	365,219	468,838	622,078	816,186	665,362	535,721
Miscellaneous	281,818	215,407	355,316	530,870	322,363	267,530
TOTAL REVENUES	$65,429,472	$70,688,847	$72,602,288	$73,668,002	$84,576,358	$111,992,071
OTHER FINANCING SOURCES (USES)						
Issuance of capital debt	$ -	$ 360,373	$ -	$ -	$ -	
Sale of capital assets	20,995	307,013	27,705	23,140	41,452	21,442
Subscription financing	-	-	-	-	128,816	
Prior period adjustment	-	-	-	(1,695,522)	-	
Transfers in	4,063,739	3,702,539	3,369,672	15,151,867	3,628,470	4,881,059
Transfers out	(4,328,867)	(2,426,040)	(7,858,084)	(17,293,261)	(11,337,714)	(13,905,857)
TOTAL OTHER FINANCING SOURCES (USES)	$ 102,233,823	$ 112,285,053	$ 120,826,621	$ 134,934,103	$ 150,550,359	$ 176,516,841
EXPENDITURES						
Current						
General government	$ 11,779,639	$ 11,902,131	$ 12,516,049	$ 13,909,549	$ 16,308,482	$ 28,503,470
Public safety	35,801,924	32,244,420	30,010,082	32,343,499	34,437,718	47,619,467
Public works	1,466,490	1,471,491	1,213,180	939,484	1,729,983	3,758,197
Economic and physical development	5,368,003	5,124,483	5,332,052	5,580,185	5,918,766	7,656,971
Culture and recreation	6,462,669	6,717,496	5,321,084	7,079,702	7,727,353	11,507,855
Highways and streets	133,681	22,679	276,491	93,089	138,332	-
Debt service						
Principal retirement	170,461	177,789	198,342	204,898	467,593	188,962
Interest and other charges	31,795	25,406	140,602	137,523	132,565	124,603
Capital outlay	1,366,840	1,914,118	738,862	1,133,197	4,085,170	36,250,662
TOTAL EXPENDITURES	$ 62,581,502	$ 59,600,013	$ 55,746,744	$ 61,421,126	$ 70,945,962	$ 135,610,187
FUND BALANCE AT END OF YEAR	**$ 39,652,321**	**$ 52,685,040**	**$ 65,079,877**	**$ 73,512,977**	**$ 79,604,397**	**$ 40,906,654**

(a) Reflects the City's budgeted figures for fiscal year 2023/24 which are unaudited and subject to change upon audit. These amounts are "forward looking" statements and should be considered with an abundance of caution.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

Mayor and Council
City of Flagstaff, Arizona

Re: City of Flagstaff, Arizona General Obligation Bonds, Series 2024A (the "2024A Bonds"), City of Flagstaff General Obligation Bonds, Taxable Series 2024B (the "Taxable Bonds" and, collectively with the 2024A Bonds, the "New Money Bonds") and City of Flagstaff, Arizona General Obligation Refunding Bonds, Series 2024C (the "Refunding Bonds" and, collectively with the 2024A Bonds, the "Tax-Exempt Bonds")

We have examined copies of the proceedings of the Mayor and Council of the City of Flagstaff, Arizona (the "City"), and other proofs submitted to us relative to the issuance of the captioned New Money Bonds and the captioned Refunding Bonds (collectively, the "Bonds"). In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinion rendered herein below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the sale and issuance of the Bonds pursuant to the Constitution and laws of the State of Arizona now in force and that the Bonds are valid and legally binding obligations of the City, all of the taxable property within which is subject to the levy of a tax, without limitation as to rate, to pay the principal of and interest on the Bonds, but limited with respect to the Refunding Bonds to a total amount not greater than the total aggregate principal and interest to become due on the bonds being refunded with proceeds of the sale of the Refunding Bonds (the "Bonds Being Refunded") from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. The net proceeds of the Refunding Bonds have been deposited in trust to provide funds to pay when due, or called for redemption, the Bonds Being Refunded together with interest thereon, and such proceeds have been deposited in the respective principal and interest redemption funds [a trust account?], and shall be held in trust for the payment of, the Bonds Being Refunded with interest to maturity or upon an available redemption date. The owners of the Refunding Bonds must rely on the sufficiency of such funds held irrevocably in the trust for payment of the Bonds Being Refunded. The issuance of the Refunding Bonds shall in no way infringe upon the rights of the holders of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if such funds prove insufficient. [add affirmative statement regarding taxable bonds?]

Based on the representations and covenants of the City and subject to the assumption stated in the last sentence of this paragraph, under existing statutes, regulations, rulings and court decisions, interest on the Tax-Exempt Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and the interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. Furthermore, interest on the Tax-Exempt Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Tax-Exempt Bonds is not excluded from the determination of adjusted financial statement income for tax years beginning after 2022. We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Bonds. The Code includes requirements which the City must continue to meet after the issuance of the Tax-Exempt Bonds in order that interest on the Tax-Exempt Bonds not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Mayor and Council of the City have resolved in Ordinance No. _____, adopted by the Mayor and

Council of the City on March 5, 2024, to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds. (Subject to the same limitations in the penultimate paragraph hereof with respect to such covenants, the City has full legal power and authority to comply with such covenants.) In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Tax-Exempt Bonds in order that interest on the Tax-Exempt Bonds not be included in gross income for federal tax purposes.

The rights of the holders of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights. The enforcement of such rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

$30,000,000*	$10,000,000*	$3,270,000*
CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2024A	CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION BONDS, TAXABLE SERIES 2024B	CITY OF FLAGSTAFF, ARIZONA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024C

This Continuing Disclosure Undertaking (this "Undertaking") is executed and delivered by the City of Flagstaff, Arizona (the "City"), in connection with the sale and issuance of $30,000,000* principal amount of General Obligation Bonds, Series 2024A (the "2024A Bonds"), $10,000,000* principal amount of General Obligation Bonds, Taxable Series 2024B (the "Taxable Bonds") and $3,270,000* principal amount of General Obligation Refunding Bonds, Series 2024C (the "Refunding Bonds," and collectively with the 2024A Bonds and the Taxable Bonds, the "Bonds"). The Bonds are being issued pursuant to an ordinance adopted by the Mayor and Council of the City on March 5, 2024 (the "Ordinance"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"*Annual Financial Information*" means the financial information and operating data set forth in Exhibit I.

"*Annual Financial Information Disclosure*" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"*Audited Financial Statements*" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"*Commission*" means the Securities and Exchange Commission.

"*Dissemination Agent*" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Final Official Statement"* means the Final Official Statement relating to the Bonds, dated _____, 2024.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*GAAP*" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"*Listed Event*" means the events set forth in Exhibit II.

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* *Subject to change.*

"*Listed Events Disclosure*" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Participating Underwriter*" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"*Rule*" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"*State*" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Bonds.

3. CUSIP Numbers. The CUSIP Numbers of the Bonds are as follows:

CUSIP No. (Base 338423)	Maturity Date (July 1)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but not more than ten (10) business days after the occurrence of the event, Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Ordinance, and the sole remedy available to such owners of the Bonds under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City or by approving vote of the owners of the Bonds at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying an accounting principle to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Non-Appropriation. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance. In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA, in a format prescribed by the MSRB.

9. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Bonds under the Ordinance.

10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

11. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

12. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

DATED: [Closing Date]

CITY OF FLAGSTAFF, ARIZONA

By.....
Management Services Director

ATTEST:

.....
City Clerk

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement in Table Nos. 9, 16A and 17 (in each case, actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2025. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

APPENDIX E

CITY OF FLAGSTAFF, ARIZONA –

AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners

may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

$[PAR-A]
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2024A

$[PAR-B]
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION BONDS,
TAXABLE SERIES 2024B

$[PAR-C]
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2024C

BOND PURCHASE AGREEMENT

[Pricing Date], 2024

CITY OF FLAGSTAFF, ARIZONA
c/o The Honorable Mayor and Council
211 West Aspen Avenue
Flagstaff, Arizona 86001

The undersigned, Piper Sandler & Co. (the "Underwriter"), offers to enter into the following agreement with the City of Flagstaff, Arizona (the "Issuer"), which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to the Issuer's written acceptance hereof on or before 11:59 p.m., Arizona time, on the date first written above, and, if not so accepted, this offer will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. The offer of the Underwriter is made by signing the signature line provided and delivering the signed page to the Issuer. The acceptance is made by the Issuer signing the signature line provided and delivering the signed page to the Underwriter. Delivery includes sending in the form of a facsimile or telecopy or via the internet as a portable document format (PDF) file or other replicating image attached to an electronic message. Terms not otherwise defined in this Bond Purchase Agreement (this "Agreement") shall have the same meanings set forth in the Bond Ordinance or the Official Statement (both as defined herein).

1. Purchase and Sale of the Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's General Obligation Bonds, Series 2024A, in the aggregate principal amount of $[PAR-A] (the "2024A Bonds"), the Issuer's General Obligation Bonds, Taxable Series 2024B, in the aggregate principal amount of $[PAR-B] (the "Taxable Bonds"), and the Issuer's General Obligation Refunding Bonds, Series 2024C, in the aggregate principal amount of $[PAR-C] (the "Refunding Bonds" and, together with the 2024A Bonds, the "Tax-Exempt Bonds" and, collectively with the 2024A Bonds and the Taxable Bonds, the "Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer

acknowledges and agrees that: (i) the primary role of the Underwriter, as an Underwriter, is to purchase securities for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter, and the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction(s) contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction(s) contemplated hereby are expressly set forth in this Agreement; (iv) the Issuer has consulted, or will consult with, its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; (v) the Underwriter has provided to the Issuer prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"), which have been received by the Issuer; and (vi) the Issuer recognizes that the Underwriter expects to profit from the acquisition and potential distribution of the Bonds. Stifel Nicolaus & Company, Incorporated is the Issuer's financial advisor (the "Financial Advisor") with respect to the Issuer's sale and delivery of the Bonds.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, the redemption provisions and the interest rates per annum and resulting yields for the Bonds are set forth in Schedule I hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of an ordinance adopted by the Mayor and City Council of the Issuer (the "City Council") at a meeting duly called, noticed and held on March 19, 2024 (the "Bond Ordinance").

The purchase price for the Bonds shall be $_____, representing:

(a) a purchase price for the 2024A Bonds of $_____, representing the aggregate of (i) the par amount of the 2024A Bonds, plus (ii) the [net] reoffering premium on the 2024A Bonds of $_____, and less (iii) an underwriting discount on the 2024A Bonds of $_____; plus

(b) a purchase price for the Taxable Bonds of $_____, representing the aggregate of (i) the par amount of the Taxable Bonds, plus (ii) the [net] reoffering premium on the Taxable Bonds of $_____, and less (iii) an underwriting discount on the Taxable Bonds of $_____; plus

(c) a purchase price for the Refunding Bonds of $_____, representing the aggregate of (i) the par amount of the Refunding Bonds, plus (ii) the [net] reoffering premium on the Refunding Bonds of $_____, and less (iii) an underwriting discount on the Refunding Bonds of $_____.

2. Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the inside front cover of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers

depositing Bonds into investment trusts) and others at prices lower or higher than the public offering price stated on the inside front cover pages of the Official Statement.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Tax-Exempt Bonds and shall execute and deliver to the Issuer on the Closing Date (as defined herein) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Greenberg Traurig, LLP ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Tax-Exempt Bonds.

(b) [Except as otherwise set forth in Schedule [II] attached hereto,] [t]he Issuer will treat the first price at which 10% of each maturity of the Tax-Exempt Bonds [(the "10% test")] is sold to the public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Tax-Exempt Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Tax-Exempt Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Tax-Exempt Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Tax-Exempt Bonds of that maturity or (ii) the 10% test has been satisfied as to the Tax-Exempt Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel.] For purposes of this Section, if Tax-Exempt Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Tax-Exempt Bonds.

(c) [The Underwriter confirms that it has offered the Tax-Exempt Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule [II] attached hereto, except as otherwise set forth therein. Schedule [II] also sets forth, as of the date of this Agreement, the maturities, if any, of the Tax-Exempt Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Tax-Exempt Bonds, the Underwriter will neither offer nor sell unsold Tax-Exempt Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) The close of the fifth (5th) business day after the sale date; or

(2) The date on which the Underwriter has sold at least 10% of that maturity of the Tax-Exempt Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Tax-Exempt Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) [The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Tax-Exempt Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (a) to report the prices at which it sells to the public the unsold Tax-Exempt Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Tax-Exempt Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Tax-Exempt Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (b) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(ii) to promptly notify the Underwriter of any sales of Tax-Exempt Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Tax-Exempt Bonds to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Tax-Exempt Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Tax-Exempt Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Tax-Exempt Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Tax-Exempt Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Tax-Exempt Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable

periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Tax-Exempt Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Tax-Exempt Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Tax-Exempt Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Tax-Exempt Bonds.]

(f) The Underwriter acknowledges that sales of any Tax-Exempt Bonds to any person that is a related party to an underwriter participating in the initial sale of the Tax-Exempt Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Tax-Exempt Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Tax-Exempt Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Tax-Exempt Bonds to the public),

(3) a purchaser of any of the Tax-Exempt Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital

interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), [and]

(4) ["sale date" means the date of execution of this Agreement by all parties].

4. The Official Statement.

(a) The Preliminary Official Statement, dated _____, 2024 (including the cover page, the inside front cover page and Appendices thereto, the "Preliminary Official Statement"), of the Issuer relating to the Bonds, as to be subsequently revised to reflect the changes resulting from the sale of the Bonds and including amendments or supplements thereto, is hereinafter called the "Official Statement."

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds by the Underwriter. The Issuer hereby deems the Preliminary Official Statement "final" as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(c) The Issuer represents that the City Council (or appropriate officials of the Issuer) has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The Issuer ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB").

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain

any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Issuer or the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the Closing Date.

5. Representations, Warranties, and Covenants of the Issuer. The undersigned, on behalf of the Issuer, but not individually, hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is duly organized and validly existing as a municipal corporation under the laws of the State of Arizona (the "State") with powers specifically required for the purposes of this Agreement, specifically Title 35, Chapter 3, Articles 3 and 4, Arizona Revised Statutes, as amended (the "Act"), and has now, and at the Closing Date will have full legal right, power and authority under the Act to adopt the Bond Ordinance and under the Act and the Bond Ordinance (i) to enter into, execute and deliver this Agreement, the Bond Registrar and Paying Agent Agreement described in the Bond Ordinance, the escrow trust agreement, to be dated as of [_____ 1, 2024] (the "Escrow Trust Agreement") between the Issuer and _____, as escrow trustee (the "Escrow Trustee"), and an Undertaking which satisfies the requirements of Section (b)(5)(i) of the Rule (the "Undertaking") and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, such Bond Registrar and Paying Agent Agreement, the Escrow Trust Agreement and the Undertaking hereinafter referred to as the "Issuer Documents"), (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Bond Ordinance, the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act, the Bond Ordinance and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Ordinance and the issuance and sale of the Bonds, (ii) the

approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and, in the case of the Undertaking, annual appropriation of amounts to pay for compliance therewith, and the Bonds, when issued, delivered and paid for, in accordance with the Bond Ordinance and this Agreement, will constitute legal, valid and binding general obligations of the Issuer, entitled to the benefits of the Bond Ordinance and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights and all actions necessary to create a legal, valid and binding levy on all of the taxable property in the Issuer of a direct, annual ad valorem tax, unlimited as to rate, sufficient to pay all the principal of and interest on the Bonds as the same become due, shall have been or shall be taken to the extent such action may be taken at or prior to the Closing; provided, however, that the total aggregate of taxes levied to pay the principal of and interest on the Refunding Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the bonds being refunded with proceeds of the sale of the Refunding Bonds (the "Bonds Being Refunded") from the date of issuance of the Refunding Bonds to the final maturity date of the Bonds Being Refunded, and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, conflict of interest and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing, and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Ordinance, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a

condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Bond Ordinance, the Issuer Documents and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the "blue sky" or securities laws of any jurisdiction in connection with the offering and sale of the Bonds;

(f) The Bonds conform to the descriptions thereof contained in the Official Statement under the caption "THE BONDS"; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the caption "THE BONDS – Authorization and Use of Funds" and "PLAN OF REFUNDING"; and the Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE";

(g) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the refunding of the Bonds Being Refunded or the levying, assessment or collection of the property taxes for the payment of the Bonds pursuant to the Bond Ordinance or in any way contesting or affecting the adoption of the Bond Ordinance or the validity or enforceability of the Bonds or the Issuer Documents, or contesting the exclusion from gross income of interest on the Tax-Exempt Bonds for federal income tax purposes or on the Bonds for State income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto

and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Ordinance and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds or State income tax purposes of the interest on the Bonds;

(l) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (i) to (A) qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (B) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding, the Issuer in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles as applicable to governmental units and have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods concerned (except as otherwise disclosed in the Preliminary Official Statement and the Official Statement or financial statements); since June 30, 2023, except as disclosed in the Preliminary Official Statement and the Official Statement, the Issuer has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer that are not described in the Preliminary Official Statement and the Official Statement, whether or not arising from transactions in the ordinary course of business; prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer and the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(n) The Issuer has fully submitted the information required with respect to previous issuances of bonds, securities and lease-purchase agreements of the Issuer pursuant to Section 35-501(B), Arizona Revised Statutes, as amended, and will file the information relating to the Bonds required to be submitted to the Arizona Department of Administration pursuant thereto within 60 days of the Closing Date;

(o) The Issuer has executed and delivered or shall execute and deliver prior to the Closing, and in time for the Closing to occur at its specified time, the documents required to cause the Bonds to be eligible for deposit with DTC (as defined herein) or other securities depositories;

(p) Except as otherwise indicated in the Official Statement, the Issuer has been and is in material compliance during the previous five years with the terms of all continuing disclosure undertakings previously executed by the Issuer pursuant to the Rule;

(q) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, in each case payable from the same source as the Bonds, without the prior approval of the Underwriter; and

(r) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

6. Closing.

(a) Before 10:00 a.m., Arizona time, on [Closing Date], 2024 (the "Closing Date"), or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by wire transfer payable in immediately available funds to the order of the Issuer (the "Closing"). Payment for the Bonds as aforesaid shall be made at the offices of Bond Counsel or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Bonds shall be made through the facilities of The Depository Trust Company, New York, New York ("DTC"), or, in the case of a "Fast Automated Securities Transfer" with the bond registrar and paying agent for purposes of the Bond Registrar and Paying Agent Agreement or by such other means as shall have been mutually agreed upon by the Issuer and the Underwriter. The Bonds shall be prepared in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds for each series, registered in the name of Cede & Co., all as provided in the Bond Ordinance, and shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

7. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Bond Ordinance, the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriter to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Bonds, the Bond Ordinance and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Bond Ordinance shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the registrar for the Bonds shall have duly authenticated the Bonds;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or operations of the Issuer, from that set forth in the Official Statement that, in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(i) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, executed on behalf of the Issuer by the Management Services Director or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Ordinance with such supplements or amendments as may have been agreed to by the Underwriter;

(3) The Issuer Documents;

(4) The approving opinion of Bond Counsel, dated the Closing Date, with respect to the Bonds, in substantially the form attached to the Official Statement along with a reliance letter with respect thereto, dated the Closing Date and addressed to the Underwriter;

(5) A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter, substantially to the effect that:

(i) The information contained (but not incorporated by reference) in the Preliminary Official Statement and the Official Statement under the headings entitled "INTRODUCTORY STATEMENT," "THE BONDS," "SECURITY AND SOURCES OF PAYMENT OF THE BONDS," "PLAN OF REFUNDING," "TAX MATTERS WITH RESPECT TO TAX-EXEMPT BONDS," "TAX MATTERS WITH RESPECT TO TAXABLE BONDS" and "CONTINUING DISCLOSURE" (except for matters relating to the compliance by the Issuer with its prior undertakings as to which we express no opinion) therein, in Appendices "C" and "D" thereto and in the tax caption paragraph at the top of the cover page thereof is an accurate summary of the information which it purports to summarize; provided, however, that such information does not purport to summarize all the provisions of, and is qualified in its entirety by, the complete laws and documents that are summarized, and, based solely on our participation in the transaction as Bond Counsel, nothing has come to their attention that would lead them to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of the date hereof and as of the Closing Date, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that they express no view as to the financial statements of the City, any other financial forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement regarding DTC. They have not undertaken to review or determine independently, and assume no responsibility for, the

accuracy or completeness of the information in the Preliminary Official Statement or the Official Statement except to the extent indicated hereinabove;

(ii) The offer and sale of the Bonds shall be exempt from registration under the Securities Act of 1933, as amended, and the Bond Ordinance does not need to be qualified pursuant to the Trust Indenture Act of 1939, as amended;

(iii) The Issuer Documents and the Bond Ordinance have been duly authorized and validly executed and delivered by the Issuer and, assuming due authorization, execution and delivery by, and enforceability against, the other parties thereto, and, in the case of the Undertaking, subject to annual appropriation to provide for the costs of compliance therewith, constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws, and equitable principles affecting the enforceability of creditors' rights generally; and

(iv) No consent of any other party and no consent, license, approval or authorization of, exemption by, or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Bond Ordinance, the Undertaking and this Agreement) is required in connection with the execution, delivery and performance by the City of the Bond Ordinance, the Undertaking and this Agreement.

(6) An opinion of the counsel to the Issuer that, based on an investigation of the records of the Superior Court of Coconino County and the United States District Court, District of Arizona, Phoenix Division, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body pending or, to his or her knowledge (upon due inquiry), threatened (i) the issuance and delivery of the Bonds, (ii) the carrying out of the purposes to which the proceeds of the Bonds are to be applied or (iii) the levy and collection of taxes to pay the debt service on the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been sold, authorized, issued, executed or delivered or the validity or enforceability of the Bonds.

(7) An opinion of counsel to the Underwriter, dated the Closing Date, addressed to the Underwriter, substantially to the effect that, based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel for the Underwriter and their participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has no reason to believe

that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of the date hereof and as of the Closing Date, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Preliminary Official Statement and the Official Statement and the information regarding DTC and its book-entry system, in each case as to which no view need be expressed);

(8) A certificate, dated the Closing Date, of appropriate representatives of the Issuer substantially to the effect that:

(i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) no litigation or proceeding against it is pending or, to the best of such representatives' knowledge, threatened in any court or administrative body which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from refunding the Bond Being Refunded or functioning and levying, assessing and collecting the property taxes from which the Bonds are payable pursuant to the Bond Ordinance, nor, to the best of such representatives' knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially, adversely affect the validity or enforceability of the Bonds or the Issuer Documents or have a material, adverse effect on the financial condition of the Issuer;

(iii) the Bond Ordinance has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed;

(iv) the financial statements of the Issuer included in the Preliminary Official Statement and the Official Statement were true, correct and complete as of June 30, 2023, and are true, correct and complete as of the date of such certificate, and any other financial statements and statistical data included in the Preliminary Official Statement and the Official Statement are true and correct as of the date of such certificate;

(v) subsequent to June 30, 2023, the Issuer has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer that are not described in the Preliminary Official Statement and the Official Statement, whether or not arising from transactions in the ordinary course of business; and

(vi) to the best of their knowledge and belief, no event affecting the Issuer has occurred since the date of the Preliminary Official Statement and the Official Statement which should be disclosed in the Preliminary Official Statement and the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the Closing, and the information contained in the Preliminary Official Statement and the Official Statement is correct in all material respects and, as of the date of the Preliminary Official Statement and the Official Statement did not, and as of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(9) A certificate, dated the Closing Date, of appropriate representatives of the Issuer in form and substance satisfactory to Bond Counsel (i) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Tax-Exempt Bonds will be used in a manner that would cause the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (ii) certifying that to the best of their knowledge and belief, there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) Any other certificates and opinions required by the Bond Ordinance for the issuance thereunder of the Bonds;

(11) Evidence satisfactory to the Underwriter that the Bonds have been rated "__" by S&P Global Ratings, a division of Standard & Poor's Financial Services LLC , and that such rating is in effect as of the Closing Date;

(12) The filing copy of the Information Return Form 8038-G (IRS) for the Tax-Exempt Bonds;

(13) The filing copy of the Report of Bond and Security Issuance pursuant to Section 35-501(B), Arizona Revised Statutes, as amended,

(14) A certificate of the Escrow Trustee, to the effect that moneys or defeasance obligations sufficient to effectuate the refunding of the Bonds Being Refunded have been received and that such moneys or defeasance obligations have been deposited under the Escrow Trust Agreement;

(15) [A copy of a special report prepared by _____, a firm of independent certified public accountants, addressed to the Issuer, Bond Counsel

and the Underwriter, verifying the arithmetical computations of the adequacy of the maturing principal and interest on the obligations and uninvested cash on hand under the Escrow Trust Agreement to pay, when due, the principal of and interest on the Bonds Being Refunded; and]

(16) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the Closing Date of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Section 9(c) hereof shall continue in full force and effect.

8. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon income of the general character to be derived by the Issuer pursuant to the Bond Ordinance, or upon interest received on obligations of the general character of the Tax-Exempt Bonds or, with respect to State taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or

effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state "blue sky" or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the American Stock Exchange or other major exchange shall be in force, or the establishment of minimum or maximum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the assessment or the levy of taxes to pay principal of and interest on the Bonds;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Preliminary Official Statement or the Official Statement;

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations;

(l) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(m) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(n) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; [and]

(o) additional events or announcements related to the COVID-19 virus or a similar pandemic and its impact result in cancelation of orders from investors or the inability of investors to proceed with the purchase of their Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Bonds[; and]

(p) [United States Treasury Certificate of Indebtedness, Notes or Bonds-State and Local Government Series or acceptable open market securities shall be unavailable for purchase and/or delivery in the amounts, maturities and prices or yields required pursuant to the Escrow Trust Agreement].

9. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bond Ordinance, the Issuer Documents, the Preliminary Official Statement and the Final Official Statement (including any amendments or supplements thereto); (ii) the cost of preparation and printing of the Bonds, (iii) the fees and disbursements of Bond Counsel and counsel to the

Underwriter; (iv) the fees and disbursements of _____, as bond registrar and paying agent and Stifel, Nicolaus & Company, Incorporated, as financial advisor to the City; (v) the fees and disbursements of the Escrow Trustee; (vi) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer and (vii) the fees for bond ratings and credit enhancement fees or premiums, if any. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Agreement and the issuance of the Bonds, including miscellaneous closing costs.

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds and (ii) all other expenses incurred by them in connection with the public offering of the Bonds.

(c) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Underwriter for all "out-of-pocket" expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

(d) The Issuer acknowledges that it has had an opportunity to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the address set forth on the first page of this Agreement, and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to Piper Sandler & Co., 2525 East Camelback Road, Suite 950, Phoenix, Arizona 85016, Attention: William Davis.

11. Parties in Interest. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement and (iii) any termination of this Agreement.

12. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. Choice of Law. This Agreement shall be governed by and construed in accordance with the law of the State.

14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any

Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. Business Day. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

17. Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

18. Notice Concerning Cancellation of Contracts. To the extent applicable by provision of law, this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein.

[Remainder of page left blank intentionally]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

PIPER SANDLER & CO.

By_____
Authorized Officer

ACCEPTED AND AGREED AT
__:__ _.M., M.S.T., THIS _____ DAY
OF _____, 2024:

CITY OF FLAGSTAFF, ARIZONA

By_____
Management Services Director

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
Bond Counsel

[Signature page of Bond Purchase Agreement]

SCHEDULE I

$[PAR-A]
CITY OF FLAGSTAFF ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2024A

DATED DATE: CLOSING DATE

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield
	$	%	%

* Yield calculated to July 1, 20__, the first optional redemption date.

Optional Redemption of the 2024A Bonds. The 2024A Bonds maturing on and prior to July 1, 20__ will not be subject to redemption prior to their stated maturity dates. The 2024A Bonds maturing on and after July 1, 20__ will be subject to optional redemption prior to maturity, at the direction of the Issuer, in whole or in part in denominations of $5,000 or integral multiples thereof from maturities selected by the Issuer, on July 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount of 2024A Bonds being redeemed plus accrued interest to the date fixed for redemption, without premium.

$[PAR-B]
CITY OF FLAGSTAFF ARIZONA
GENERAL OBLIGATION BONDS,
TAXABLE SERIES 2024B

DATED DATE: CLOSING DATE

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield
	$	%	%

No Prior Redemption of the Taxable Bonds. The Taxable Bonds will not be subject to redemption prior to their stated maturity dates.

$[PAR-C]
CITY OF FLAGSTAFF, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2024C

DATED DATE: CLOSING DATE

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield
	$	%	%

No Prior Redemption of the Refunding Bonds. The Refunding Bonds will not be subject to optional redemption prior to their stated maturity dates.

[SCHEDULE II]

$[PAR-A]
CITY OF FLAGSTAFF ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2024A

DATED DATE: CLOSING DATE

Maturities for Which the 10% Test Has Been Met

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price
	$	%	%	%

Maturities for Which the 10% Test Has Not Been Met

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price
	$	%	%	%

[*Yield calculated to July 1, 20__, the first optional redemption date.]

$[PAR-C]
CITY OF FLAGSTAFF ARIZONA
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2024C

DATED DATE: CLOSING DATE

Maturities for Which the 10% Test Has Been Met

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price
	$	%	%	%

Maturities for Which the 10% Test Has Not Been Met

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price
	$	%	%	%

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

Piper Sandler & Co. ("Piper"), as Underwriter for the General Obligation Bonds, Series 2024A (the "Series 2024A Bonds") and the General Obligation Refunding Bonds, Series 2024C (the "Refunding Bonds" and, together with the 2024A Bonds, the "Bonds"), issued by the City of Flagstaff, Arizona (the "City"), based on its knowledge regarding the sale of the Bonds, certifies as of this date as follows:

[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):

(A) As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A (the "Sale Price" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity of the Bonds is $_____ (the "Issue Price").]

[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii):

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A (the "Sale Price" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, Piper offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement, dated [Pricing Date], 2024, between the City and Piper, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Piper has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is $[_____] (the "Issue Price").]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

(A) Piper offered, on or before the Sale Date, each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices"). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B. The aggregate of the Initial Offering Prices of each Maturity is $[_____] (the "Issue Price").

(B) As set forth in the Bond Purchase Agreement, dated [Pricing Date], 2024, between Piper and the City, Piper has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Piper has not offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

[(B),(E), or (C)] Definitions. [NOTE: If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of "Holding Period" and "Sale Date."]

["Holding Period" means, for each Hold-the-Offering-Price Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Piper has sold at least 10% of such Maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price for such Maturity.]

"Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

["Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Issue is [PRICING DATE].]

"Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in City's Certificate Regarding Federal Tax Matters.

The signer is an officer of Piper and duly authorized to execute and deliver this Certificate of Piper. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Certificate Regarding Federal Tax Matters and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, LLP, as bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

Dated: [Closing Date], 2024

PIPER SANDLER & CO.

By:_____

Title:_____

SCHEDULE A

[General Rule Maturities for the 2024A Bonds]

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
	$	%	%	%	$

[Hold-the-Offering-Price Maturities for the 2024A Bonds]

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
	$	%	%	%	$

[*Yield and Price calculated to July 1, 20__, the first optional redemption date.]

[General Rule Maturities for the Refunding Bonds]

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
	$	%	%	%	$

[Hold-the-Offering Price Maturities for the Refunding Bonds]

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
	$	%	%	%	$

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/28/2024
Meeting Date:	03/05/2024

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember McCarthy to place on a future agenda a discussion to consider a resolution in support of the aid bill for Ukraine to be sent to the CIty's congressional delegation.

STAFF RECOMMENDED ACTION:

Council direction

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember McCarthy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments: