

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
APRIL 2, 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.flagstaffaz.gov/1461/Streaming-City-Council-Meetings>)

*****PUBLIC COMMENT*****

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

[ONLINE VERBAL PUBLIC COMMENT](#)

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

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. OPEN CALL TO THE PUBLIC

Open Call to the Public 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. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person 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 Open Call to the Public and Public Comment. 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:** Water Awareness Month
- B. **Proclamation:** Water Professionals Appreciation
- C. **Proclamation:** Limb Loss and Limb Difference Awareness Month

6. **COUNCIL LIAISON REPORTS**

7. **LIQUOR LICENSE PUBLIC HEARINGS**

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

STAFF RECOMMENDED ACTION:

1. Open the Public Hearing
2. Staff Presentation
3. Council Questions
4. Public Comment
5. Close Public Hearing
6. Council Deliberation and Action

The City Council has the option to:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- A. **Consideration and Action on Liquor License Application:** Takehiro Yoneuchi, "Hiro's Sushi Bar and Japanese Restaurant," 1312 S. Plaza Way, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

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 Cooperative Purchase Contract with FX Tactical for the purchase Police Uniforms and Equipment for the Flagstaff Police Department.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Cooperative Purchase Contract with FX Tactical for Police Uniforms and Equipment equaling a not to exceed value \$134,917.21; and
2. Authorize the City Manager to execute the necessary documents.

- B. **Consideration and Approval of Contract:** Approve multiple contracts for the purchase of water meters for the City of Flagstaff Water Services Division in a FY2023-24 budgeted amount not to exceed \$1,012,718.

STAFF RECOMMENDED ACTION:

1. Approve contract(s) with Core and Main Supply, Metron Farnier, Mountain States Pipe and Supply, Zenner USA, and/or Aquaflo Solutions for the purchase of water meters in a FY2023-24 budgeted amount not to exceed \$1,012,718; and
2. Authorize the City Manager to execute all necessary documents.

- C. **Consideration of Ratification and Approval of Contract:** Ratify the purchase of \$27,341.01 with Ahead, Inc. and enter into a Cooperative Purchase Contract in the amount not to exceed \$528,000.00 for FY24 and FY25, for the purchase of hardware, licensing, installation, and support maintenance.

STAFF RECOMMENDED ACTION:

1. Ratify the purchase with Ahead Inc. for vSAN Licensing for the Flagstaff Police Department in the amount of \$27,341.01;
2. Approve the Cooperative Purchase Contract with Ahead Inc. in the amount not to exceed \$528,000 for FY24 and FY25 (to include the ratification of \$27,341.01), for the purchase of hardware, licensing, installation, and support maintenance; and
3. Authorize the City Manager to execute the necessary documents.

- D. **Consideration and Approval of Letter of Support:** Flagstaff Shelter Services' Congressionally Directed Spending Request Letter of Support

STAFF RECOMMENDED ACTION:

Approve Letter of Support.

9. **ROUTINE ITEMS**

- A. **Parking District Enforcement Update and Consideration and Adoption of Resolution No. 2024-10 and Ordinance No. 2024-06:** A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "*2024 Parking Code Amendments*"; and, an Ordinance of the Flagstaff City Council, amending the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, by adopting by reference that certain document entitled "*2024 Parking Code Amendments*"; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-10
2. Read Ordinance No. 2024-06 by title only for the final time
3. City Clerk reads Ordinance No.2024-06 by title only (if approved above)
4. Adopt Ordinance No. 2024-06

- B. Consideration and Adoption of Ordinance No. 2024-10:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 18.24 acres of real property generally located at 6500 E Route 66, from the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial (HI) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-10 by title only for the final time
2. City Clerk reads Ordinance No. 2024-10 by title only (if approved above)
3. Adopt Ordinance No. 2024-10

10. REGULAR AGENDA

- A. Consideration and Adoption of Ordinance No. 2024-09:** 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 1-70-020 Employee Wellness and 1-50-039 Purchase Day Program; providing for repeal of conflicting ordinances; severability; authority for clerical corrections; and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 2, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-09 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-09 by title only (if approved above)

At the April 16, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-09 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-09 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-09

- B. Consideration and Adoption of Ordinance No. 2024-11:** An ordinance of the City Council of the City of Flagstaff amending Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0006, Employee Advisory Committee, Subsection 1-14-001-0006.1, Definitions, and the Employee Handbook of Regulations, Section 1-10-070, Employee Advisory Committee; providing for repeal of conflicting ordinances; severability; authority for clerical corrections; and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 2, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-11 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-11 by title only (if approved above)

At the April 16, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-11 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-11 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-11

- C. Consideration and Adoption of Resolution No. 2024-13:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement for clinical practicum and or externship/internship education between Coconino Community College district and the city of Flagstaff Fire Department

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-13 by title only
2. City Clerk reads Resolution No. 2024-13 by title only (if approved above)
3. Adopt Resolution No. 2024-13

- D. **Consideration and Adoption of Resolution No. 2024-16:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement: Cooperative Fire Rate Agreement (CFRA) with the Arizona Department of Forestry and Fire Management.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-16 by title only
2. City Clerk reads Resolution No. 2024-16 by title only (if approved above)
3. Adopt Resolution No. 2024-16

- E. **Consideration and Adoption of Resolution No. 2024-14:** A resolution of the City of Flagstaff City Council, authorizing Amendment No. Two to an Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for the design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-14 by title only
2. City Clerk reads Resolution No. 2024-14 by title only (if approved above)
3. Adopt Resolution No. 2024-14

- F. **Consideration and Adoption of Resolution No. 2024-15 and Ordinance No. 2024-13:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona declaring as a public record that certain document filed with the City Clerk entitled "2024 Amendments to Flagstaff City Code, Title 13, Engineering Design and Standards and Specifications for New Infrastructure." and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona amending the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure.

STAFF RECOMMENDED ACTION:

At the April 2, 2024 Council Meeting:

- 1) Read Resolution No. 2024-15 by title only
- 2) City Clerk reads Resolution No. 2024-15 by title only (if approved above)
- 3) Read Ordinance No. 2024-13 by title only for the first time
- 4) City Clerk reads Ordinance No. 2024-13 by title only (if approved above)

At the April 16, 2024 Council Meeting:

- 5) Adopt Resolution No. 2024-15
- 6) Read Ordinance No. 2024-13 by title only for the final time
- 7) City Clerk reads Ordinance No. 2024-13 by title only (if approved above)
- 8) Adopt Ordinance No. 2024-13

- G. **Consideration and Adoption of Ordinance No. 2024-12:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 2, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-12 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-12 by title only (if approved above)

At the April 16, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-12 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-12 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-12

11. **DISCUSSION ITEMS**

A. **Follow up discussion from the March 25, 2024 City Council - Water Commission Joint Meeting**

STAFF RECOMMENDED ACTION:

Staff is requesting City Council direction on two topics:

- Move forward with Water Rate Option 3 as presented on March 25, or Option 3 Revised
- Move forward with the staff-recommended option to maintain the current reclaimed water rate policy and revisit the broader plan for reclaimed water management strategies and pricing objectives outside the rate study process

12. **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 Citizens' Petition titled Convert all City Vehicle Fleets to Electric

STAFF RECOMMENDED ACTION:

Council Direction

13. **OPEN CALL TO THE PUBLIC**

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

15. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 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: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Action on Liquor License Application: Takehiro Yoneuchi, "Hiro's Sushi Bar and Japanese Restaurant," 1312 S. Plaza Way, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Hiro's Sushi Bar and Japanese Restaurant is an existing business in Flagstaff operating under an interim license. If approved, it will be one of the 91 series 12 licenses in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive [Liquor License Map](#).

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

Financial Impact:

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

Policy Impact:

Not applicable.

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

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

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

The deadline for issuing a recommendation on this application is April 28, 2024.

Community Involvement:

This business will contribute to the tax base of the community.

Expanded Options and Alternatives:

The application was properly posted on March 12, 2024. No written protests have been received to date.

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [PD Memo](#)
 [Zoning Memo](#)
 [Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

3/19/2024

Takehiro Yoneuchi
1312 S. Plaza Way
Flagstaff, AZ 86001

Dear Mr. Yoneuchi,

Your application for a Series 12 Liquor License for Hiro's Sushi Bar and Japanese Restaurant located at 1312 S. Plaza Way, Flagstaff, AZ was posted on March 12, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **April 2, 2024, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on April 1, 2024, and the application may be removed from the premises at that time.

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

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

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

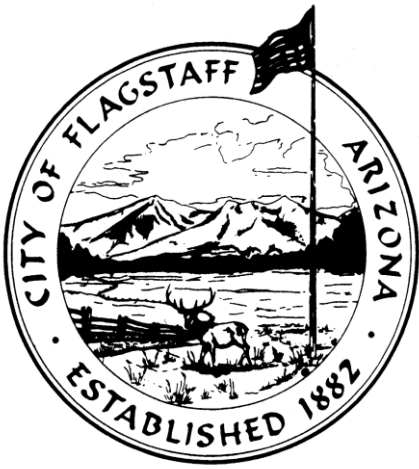
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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

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

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

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



FLAGSTAFF POLICE DEPARTMENT

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



Chief of Police
Dan Musselman

MEMORANDUM

Memo #24-029

TO: Chief Musselman

FROM: Sgt. N. Almendarez #703

DATE: March 11, 2024

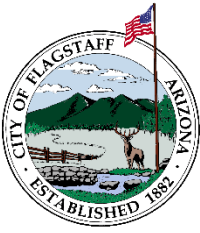
RE: New Application – Series 12 (Restaurant) Liquor License Application– Hiro’s Sushi Bar and Japanese Restaurant

On March 11th, 2024, I initiated an investigation into the new application for a Series 12 (Restaurant) liquor license filed by Takehiro Yoneuchi (Agent and Controlling Person). This is a new application, and the application number is 277339. It is for Hiro’s Sushi Bar and Japanese Restaurant, located at 1312 South Plaza Way, Flagstaff, AZ.

I conducted a query through local systems and public access on Takehiro. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicant has taken the mandatory liquor license training. This business is not located within 300 feet of a school.

A representative for the business was invited to be present for the council meeting on April 2nd, 2024.

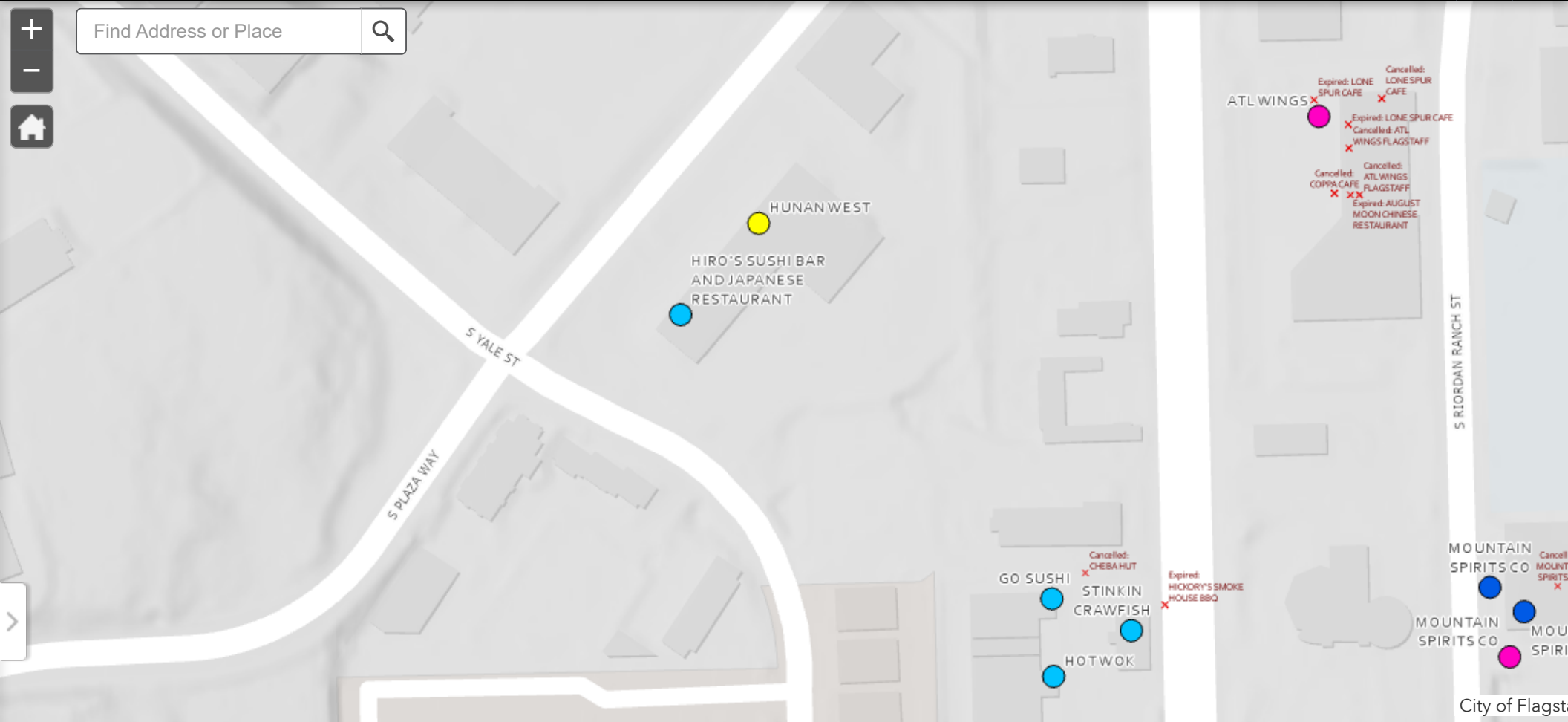


Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: March 14, 2024
Re: Application for Liquor License #277339
1312 S. Plaza Way, Flagstaff, Arizona 86001
Assessor's Parcel Number 103-20-063
Takehiro Yoneuchi on behalf of Hiro's Sushi Bar and Japanese Restaurant

This application is a request for a new Series 12 Restaurant liquor license by Takehiro Yoneuchi on behalf of Hiro's Sushi Bar and Japanese Restaurant. This business is located within the Highway Commercial district. This district does allow for this use.

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



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Collin Seay, Deputy Police Chief
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Approval of Contract: First Amendment to Cooperative Purchase Contract with FX Tactical for the purchase Police Uniforms and Equipment for the Flagstaff Police Department.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Cooperative Purchase Contract with FX Tactical for Police Uniforms and Equipment equaling a not to exceed value \$134,917.21; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This amendment adds \$59,917.21 to the cooperative contract for the Flagstaff Police Department (FPD) to purchase ballistic shields for its patrol officers. With this amendment, the FPD can purchase six Point Blank Vanguard (6) rifle rated ballistic shields with a light system and one (1) Point Blank pistol rated shield on a state contract (CTR049178) from FX Tactical in Peoria, Arizona.

Currently, FPD possesses in its inventory a limited amount of shields that are rated to stop lower speed pistol bullets only. We would like to add six rifle rated shields which will protect our officer staff during calls for service that have the potential to involve a firearm. We feel this safety equipment could save the life of one of our officers or a member of the community. These shields are portable and designed to be carried with one arm by an officer to protect them from a ballistic attack. Point Blank's Vanguard technology has created a light weight shield that is rated to stop high speed rifle bullets while still being light enough to be carried by one officer. Previous shield technology that stop rifle rounds were too cumbersome and heavy to be carried by a single police officer for an extended period of time.

Financial Impact:

These shields were an approved budget item from FY 2023-2024 for \$60,000 in account number 001-04-061-0221-2-4305.

Policy Impact:

Aligns with Police Department mission of protecting and preserving life.

**Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:
Priority Based Budget Key Community Priorities and Objectives**

FPD Command Staff ranked this item #7 for our one-time budget requests based on it being protective equipment to keep our officers safe during an armed encounter.

Carbon Neutrality Plan

There is no impact on Carbon Neutrality Plan.



FIRST AMENDMENT
COOPERATIVE PURCHASE CONTRACT
Police Uniforms and Equipment
Contract No. 2024-38

This First Amendment ("First Amendment") to the fully executed Cooperative Purchase Contract (Contract No. 2024-38) dated 10-24-2023 (the "Initial Contract") is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and FX TACTICAL, LLC an Arizona Limited Corporation.

The Parties to the Initial Contract, hereby agree to the following amendment. Deleted text has a strikethrough and new text is **bolded and ALLCAPS**.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Materials Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as Exhibit A TO THE INITIAL CONTRACT AND THE SCOPE OF WORK DATED NOVEMBER 22, 2023, ATTACHED HERETO AS EXHIBIT A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Police Uniforms and Equipment

3. Payment: Payment to Contractor for the materials provided **IN THE INITIAL CONTRACT AND IN THIS FIRST AMENDMENT** is not to exceed ~~Seventy-Five Thousand Dollars (\$75,000.00)~~, **ONE HUNDRED THIRTY-FOUR NINE HUNDRED SEVENTEEN DOLLARS AND TWENTY-ONE (134,917.21)** per fiscal year; in accordance with the Agency Contract.

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

FX TACTICAL, LLC

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

Last Updated October 31, 2023

Exhibit A

Scope of Work dated November 22, 2023
(attached)

FX TACTICAL

QUOTE

8948 W. CACTUS RD, PEORIA, AZ 85381

PHONE: 623-877-1257

JMEYER@FX-TACTICAL.COM

DATE: 11/22/23

TO:
 COLLIN SEAY
 FLAGSTAFF P.D.
CSEAY@FLAGSTAFFAZ.GOV
 928-856-9021

TERMS	EST DELIVERY	STATE CONTRACT #	SHIP VIA	SALESPERSON
NET 30		CTR049178		JEREMIAH MEYER

ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
SH3OASVLV1H1L1	6.00	PCLT VANGUARD-VL 21X36 W/VIEWPORT & LIGHT	EA	\$8,781.76	52,690.56
ERT-24x36-IIIA-ERT-WVP	1.00	U.S. ERT SHIELD LVL IIIA 24X36 W/ CIEWPORT	EA	\$1,778.00	1,778.00
LED-B50	1.00	U.S. LIGHT SYSTEM PLUS FOR ERT SHIELD	EA	\$700.00	700.00

Tax rate: 8.1 %

Subtotal	55,168.56
Tax	4,468.65
Sub Total	59,637.21
Ship-Handling	\$280.00
Total	\$59,917.21

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Patrick O'Connor, Water Services Specialist
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Approval of Contract: Approve multiple contracts for the purchase of water meters for the City of Flagstaff Water Services Division in a FY2023-24 budgeted amount not to exceed \$1,012,718.

STAFF RECOMMENDED ACTION:

1. Approve contract(s) with Core and Main Supply, Metron Farnier, Mountain States Pipe and Supply, Zenner USA, and/or Aquaflow Solutions for the purchase of water meters in a FY2023-24 budgeted amount not to exceed \$1,012,718; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

FY2023-24 budget included \$212,718 for Water Distribution water meters (new installations/maintenance) and an amount not to exceed \$800,000 for the Radio Read Program water meters (upgrades) capital project. Staff solicited for companies to provide these materials/services and the following companies responded:

- Core and Main Supply
- Metron Farnier
- Mountain States Pipe and Supply
- Zenner USA
- Aquaflow Solutions.

Staff has determined that it is in the best interest of the City to enter into water meter contract(s) with each of these companies independently with a budgeted FY2023-24 total amount not to exceed \$1,012,718 to allow for flexibility in purchasing. With this flexibility Water Services will continue to maintain, install and upgrade both the potable and reclaim water meters within our distribution systems.

Financial Impact:

The FY2023-24 budget and ongoing budget for Water Distribution water meters (new installations/maintenance): #202-08-303-1055-0-4360 in the amount of up to \$212,718.

The FY2023-24 budget for Radio Read Program water meters (upgrades) capital project: #202-08-370-3170-0-4461 in the amount of up to \$800,000.

Policy Impact:

None.

**Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:
Priority Based Budget Key Community Priorities and Objectives**

High Performing Governance:

- Serve the public by providing high quality customer service.
- Implement and communicate innovative and efficient local government programs, new ideas, and best practices.

Sustainable, Innovative Infrastructure:

- Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Carbon Neutrality Plan

Sustainable Consumption:

- SC-2 Encourage sustainable consumption.

Water Security:

- WS-1 Improve water infrastructure and expand water reuse.
- WS-3 Continue to support water conservation efforts across the Flagstaff community.

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 and renewable water resources and strategic conservation measures.

Goal WR.4 Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of service.

Has There Been Previous Council Decision on This:

No.

Background and History:

The recommended award was procured by Purchasing staff through a formal solicitation. An Invitation for Bid (IFB) was posted on PlanetBids from September 11, 2023 to October 2, 2023, and an advertisement was placed in The Arizona Daily Sun on September 16, 2023 and September 23, 2023. Five companies submitted bids: Aquaflow Solutions, Core and Main Supply, Metron Farnier, Mountain States Pipe and Supply, and Zenner USA. After reviewing all the bids, all bids were considered to be fair and competitive and will be utilized by Water Services.

Attachments: [Core and Main Contract](#)
 [Metron Farnier Contract](#)
 [AquaFlow Contract](#)
 [Zenner Contract](#)
 [Mountain States Contract](#)

CONTRACT FOR PURCHASE OF MATERIALS

Contract No. 2024-03

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Core and Main, LP, a Missouri partnership ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Bid Form and Fee Schedule: Contractor shall provide the materials described as:

Water Meters

and as more specifically described in the Bid Form and Fee Schedule, attached hereto as Exhibit A.

2. Compensation:

- A. Contractor shall be compensated for the materials provided as priced in the Bid Form and Fee Schedule attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

- B. There may be more than one (1) contractor selected to provide the materials that are the basis of this Contract. The budgeted amount for this purchase is the total the City will pay to all contractors combined.

- C. The City may review fully documented requests for price increases after the Contract has been in effect for one (1) year. The price increase shall be based upon a proven market increase in the price of the materials at the time of the request. The City Purchasing Director and the Water Services Section Director shall determine whether the requested price increase, or an alternative option, is in the best interest of the City.

- D. A formal written amendment to the Contract is required for any price increases above those agreed upon in the Bid Form and Fee Schedule attached hereto as Exhibit A.

- E. Any charges from unilateral price increases made by Contractor without a formal written amendment will be deducted from any payment to Contractor.

3. Terms and Conditions (Commodities): The City of Flagstaff Terms and Conditions (Commodities), attached hereto as Exhibit B, are incorporated by reference, and shall apply to performance of this Contract, except to the extent modified by Exhibit A.

4. Insurance (Commodities): Contractor shall meet the insurance requirements of the City, attached hereto as Exhibit C, are incorporated by reference.

5. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (Commodities), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties.

6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Patrick O'Connor
City of Flagstaff
Water Services Section Director – Field
Operations
5401 E Commerce Ave
Flagstaff, AZ 86004
poconnor@flagstaffaz.gov

To Contractor:

Lance Brown
Outside Sales Representative
Core and Main, LP
5300 E. Railhead Ave.
Flagstaff, AZ 86004
928-699-0634
Lance.Brown@coreandmain.com

With a copy to:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.Callan@flagstaffaz.gov

(The remainder of the page intentionally blank.)

8. 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.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

December 20, 2023 (commodities)



EXHIBIT A

SPECIFICATIONS City of Flagstaff Water Services - Water Meters (Ultrasonic - For residential installation. Ultrasonic water meters being used for residential fire service applications must be UL 327B Certified) Sizes: 3/4" through 2"	COMPLY YES OR NO	COMMENTS
No 5/8" x 3/4" meters are requested.	Yes	Not bidding per city request.
Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.	Yes	
Meters and registers shall be compatible with Itron ERT's.	Yes	
Compatible with AMR, AMI Systems and cellular network systems.	Yes	Municipality to specify system use.
Meters shall be lead-free bronze per AWWA C715 and NSF/ANSI 61, NSF/ANSI 372 specifications that became effective January 2014.	Yes	
Meter operating ranges by size below, shall be at a minimum:	Yes	
3/4" x 3/4" = 0.5 to 30 gpm	Yes	
1" = 0.75 to 50 gpm	Yes	
1 1/2" = 0.80 to 125 gpm	Yes	
2" = 1.5 to 160 gpm	Yes	



	<i>COMPLY YES OR NO</i>	<i>COMMENTS</i>
Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	Yes	
Non-removable from meter	Yes	
Rate of flow (gpm)	Yes	
Reverse-flow indicator or detection	Yes	
Leak indicator or detection	Yes	
High resolution ASCII encoder protocol	Yes	
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	Yes	
Serial numbers shall be stamped onto the register lid	Yes	
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	Yes	
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.	Yes	
Meters shall be maintenance free and contain no internal moving parts.	Yes	
The maximum operating pressure of 175 psi.	Yes	
The electronic register shall have a twenty (20) year battery life.	Yes	

	COMPLY YES OR NO	COMMENTS
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	Yes	
No polymer or composite bodies or meter threads will be accepted.	Yes	Neptune Meters Brass Bodies
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	Yes	
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	Yes	See attached specification sheets.
Lay length requirements for meter up to 2" are as follows:	Yes	
3/4" x 3/4" = 7 1/2"	Yes	
1" - 10 3/4"	Yes	
1 1/2" = 13"	Yes	
2" = 17"	Yes	



	<i>COMPLY YES OR NO</i>	<i>COMMENTS</i>
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.		
3/4" x 3/4" = 1,200	Yes	
1" = 50	Yes	
1 1/2" = 50	Yes	
2" = 50	Yes	
Manufacturers shall be a member of the AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States.	Yes	



<p style="text-align: center;"><i>SPECIFICATIONS</i></p> <p>City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications) Sizes: 3" through 10"</p>	<p style="text-align: center;"><i>COMPLY</i> YES OR NO</p>	<p style="text-align: center;"><i>COMMENTS</i></p>
Requested meter sizes are: 3", 4", 6", 8" and 10"	Yes	Available for all stated sizes.
Requested meter types are Turbine Type II, Compound, Ultrasonic and Fire Service.	Yes	
Meters shall be lead-free bronze or of stainless steel construction per NSF/ANSI 61 specifications.	Yes	
Registers shall be direct/straight read permanently sealed magnetic drive. Registers shall be waterproof and have a minimum of six odometer wheels for totalization display. Registers shall have a center sweep hand and low flow indicator.	Yes	All Mach 10's use a digital read display.
Register measurement shall be to the 100 gallons or less.	Yes	
Meter and registers shall be compatible with Itron ERT's.	Yes	
Compatible with AMR, AMI Systems and cellular network systems.	Yes	Municipality to specify system use.
Registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).	Yes	
Serial numbers shall be stamped onto register lid as well as the meter body.	Yes	



	COMPLY YES OR NO	COMMENTS
Meter size, model, registration, and date of manufacture shall be printed on the register face.	Yes	
Registers must affix to the meter body with a tamper-proof mechanism.	Yes	
All registers shall have a warranty for a minimum of five years from date of shipment from manufacturer.	Yes	
All meters shall operate at a minimum of 150 psi.	Yes	
Turbine type meters shall comply with AWWA C701 Class II standards. NSF/ANSI 372.	Yes	
Turbine meter operating ranges by sizes shall conform with the latest AWWA C701 standards below:	Yes	
4" = 15 to 750 US gpm	Yes	
6" = 30 to 1,600 US gpm	Yes	
8" = 50 to 2,800 US gpm	Yes	
10" = 75 to 4,200 US gpm	Yes	
Turbine meter shall have a warranty to meet AWWA C701 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	Yes	
Local registers on the nutating disk low flow meter shall have a warranty for at least one (1) year from date of shipment from the manufacturer.	Yes	



	COMPLY YES OR NO	COMMENTS
Compound meter operating ranges by size shall conform with the latest AWWA C702 standards below:	Yes	
3" = 2 to 350 gpm	Yes	
4" = 3 to 600 gpm	Yes	
6" = 5 to 1,350 gpm	Yes	
6" x 8" = 16 to 1,600 gpm	Yes	
Compound meters shall have a warranty to meet AWWA C702 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	Yes	
Local registers on the nutating disk bypass low flow meter shall have a warranty for at least five (5) years from date of shipment from the manufacturer.	Yes	
Fire Service Assembly meters operating ranges by size shall conform with the latest AWWA C703 standards below:	Yes	
4" = 4 to 700 US gpm	Yes	
6" = 5 to 1,600 US gpm	Yes	
8" = 8 to 2,800 gpm	Yes	
10" = 8 to 4,400 US gpm	Yes	
Fire Service Assemblies shall be able to operate at 175 psi.	Yes	
Fire Service Assemblies shall be UL Certified.	Yes	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	
Specifications sheets shall be provided for each meter type and size in final bid.	Yes	



	COMPLY YES OR NO	COMMENTS
For Turbine, Compound and Fire Service Assembly, Ultrasonic type meters, lay lengths for each size and type shall be included in the bid.	Yes	Provided with orders
Annual quantities below are estimates only and may vary per year.	Yes	
3" Turbine = 5	Yes	
3" Compound = 5	Yes	
3" Ultrasonic = 5	Yes	
4" Turbine = 5	Yes	
4" Compound = 5	Yes	
4" Ultrasonic = 5	Yes	
4" Fire Service = 5	Yes	
6" Turbine = 5	Yes	
6" Compound = 5	Yes	
6" Ultrasonic = 5	Yes	
6" Fire Service = 5	Yes	
8" Turbine = 5	Yes	
8" Compound = 5	Yes	
8" Ultrasonic = 5	Yes	
8" Fire Service = 5	Yes	
10" Turbine = 1	Yes	
10" Compound = 1	Yes	
10" Ultrasonic = 1	Yes	
10" Fire Service = 1	Yes	



<p style="text-align: center;">SPECIFICATIONS</p> <p>City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications - Ultrasonic) Sizes: 3" through 10" Ultrasonic water meters being used for fire service applications must be UL 327B Certified)</p>	<p style="text-align: center;">COMPLY YES OR NO</p>	<p style="text-align: center;">COMMENTS</p>
Requested meter sizes are: 3", 4", 6", 8" and 10"	Yes	
Requested meter type is Ultrasonic.	Yes	
Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.	Yes	
The meter main case shall be cast from NSF/ANSI 61 certified lead free bronze alloy containing a minimum of 85% copper per NSF/ANSI 61 specifications.	Yes	
Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	Yes	
The meter must have replaceable unitized measuring element (UME).	Yes	
Rate of flow (gpm)	Yes	
Reverse-flow indicator or detection	Yes	
Leak indicator or detection	Yes	
High resolution ASCII encoder protocol	Yes	
Register measurement shall be to the 100 gallons or less.	Yes	
Meter and registers shall be compatible with Itron ERT's.	Yes	



	<i>COMPLY YES OR NO</i>	<i>COMMENTS</i>
Compatible with AMR, AMI Systems and cellular network systems.	Yes	Municipality to specify system use.
Absolute Encoder registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).	Yes	
Serial numbers shall be stamped onto register lid as well as the meter body.	Yes	
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	Yes	
Meters shall be maintenance free and contain no internal moving parts.	Yes	
The electronic register shall have a twenty (20) year battery life.	Yes	
The maximum operating pressure of 175 psi.	Yes	
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	Yes	
Ultrasonic meter operating ranges by sizes shall conform with the latest AWWA C700, C701 and C715 standards:	Yes	
3" = .75 to 500 US gpm	Yes	
4" = 1.5 to 1,250 US gpm	Yes	
6" = 2.0 to 2,000 US gpm	Yes	
8" = 6.0 to 4,000 US gpm	Yes	
10" = 10.0 to 6,500 US gpm	Yes	



	COMPLY YES OR NO	COMMENTS
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	Yes	
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	Yes	See attached specification sheets.
For Ultrasonic type meters, lay lengths for each size shall be included in the bid.	Yes	See attached specifications sheets.
Annual quantities below are estimates only and may vary per year.	Yes	
3" Ultrasonic = 5	Yes	
4" Ultrasonic = 5	Yes	
6" Ultrasonic = 5	Yes	
8" Ultrasonic = 5	Yes	
10" Ultrasonic = 1	Yes	



<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services -</p> <p align="center">Water Meters</p> <p align="center">(Positive Displacement)</p> <p align="center">Sizes: 3/4" through 2"</p>	<p align="center">COMPLY</p> <p align="center">YES OR NO</p>	<p align="center">COMMENTS</p>
Meters shall be magnetic drive, sealed register, positive displacement type, nutating disk cold water meters and with an analog register.	Yes	
Meters and registers shall be compatible with Itron ERT's.	Yes	
Compatible with AMR, AMI Systems and cellular network systems.	Yes	Municipality to specify system use.
Meters shall be lead-free bronze per NSF/ANSI 61 specifications.	Yes	
Registers shall be direct/straight read mechanical registers with absolute encoder technology. Registers shall have nine (9) dials.	Yes	
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	Yes	
Serial numbers shall be stamped onto the register lid as well as the meter body.	Yes	
Meter size, model, registration, and date of manufacture shall be printed on the register face.	Yes	
Registers shall affix to the meter body with a tamper-proof mechanism.	Yes	



	COMPLY YES OR NO	COMMENTS
The meter measuring chamber shall be constructed of a non-corrosive synthetic polymer and shall not be cast as part of the meter main case.	Yes	
Bolts that attach the bottom plate to the meter case shall be stainless steel.	Yes	
Meters shall utilize nutating disk technology. The motion of the measuring disc shall be transmitted to the sealed register through the use of a magnetic drive assembly. The disc center pin as well as the magnetic drive assembly shaft shall be stainless steel.	Yes	
No polymer or composite bodies or meter threads will be accepted.	Yes	
Meters shall provide a maximum operating pressure of at least 150 psi.	Yes	
Meter operating ranges by size shall conform with the latest AWWA C700 standards.	Yes	
3/4" = 2 to 30 gpm		
1" = 3 to 50 gpm	Yes	
1 1/2" = 5 to 100 gpm	Yes	
2" = 8 to 160 gpm	Yes	
All meters shall be constructed with an internal corrosion-resistant strainer which is easily removed from the meter body.	Yes	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	



	COMPLY YES OR NO	COMMENTS
All technical specification sheets and warranty documents for each meter shall be included in the final bid.	Yes	See attached specification sheets.
Lay lengths requirements for meters up to 2" are as follows:	Yes	
3/4" x 3/4" = 7 1/2"	Yes	
1" = 10 3/4"	Yes	
1 1/2" = 13"	Yes	
2" = 17"	Yes	
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.	Yes	Core & Main will work with the city on the quantities being ordered.
3/4" x 3/4" = 1,200	Yes	
1" = 50	Yes	
1 1/2" = 50	Yes	
2" = 50	Yes	
No 5/8" x 3/4" meters are being requested.	Yes	Not bidding per city request.



City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Residential)

Water Meter Offered (Ultrasonic Residential):

3/4" x 3/4"	UNIT PRICE	\$ <u>213.53</u>
1"	UNIT PRICE	\$ <u>265.30</u>
1 1/2"	UNIT PRICE	\$ <u>627.65</u>
2"	UNIT PRICE	\$ <u>770.00</u>

Water Meter Offered (Ultrasonic Residential - Fire Service):

3/4" x 3/4" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>225.30</u>
1" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>277.06</u>
	UNIT PRICE	
1 1/2" Ultrasonic Residential - Fire Service		\$ <u>639.42</u>
2" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>781.77</u>
	FREIGHT	\$ <u>0</u>
	TAX (9.18) %	\$ <u>348.88</u>
	TOTAL UNIT PRICE	\$ <u>4,148.91</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0

Any other specifications not standard, but being specified, must be included here, with price:



Miscellaneous charges:

Not applicable.

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 60 Days



City of Flagstaff - Water Services - Water Meter Bid (Positive Displacement - PD)

Water Meter Offered (Positive Displacement - PD):

3/4" x 3/4" Positive Displacement - PD **UNIT PRICE** \$ 192.23

1" Positive Displacement - PD **UNIT PRICE** \$ 270.00

1 1/2" Positive Displacement - PD **UNIT PRICE** \$ 504.79

2" Positive Displacement - PD **UNIT PRICE** \$ 644.16

FREIGHT \$ 0

TAX (9.18) % \$ 147.93

TOTAL UNIT PRICE \$ 1,759.11

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: Not applicable.

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 60 **Days**



City of Flagstaff - Water Services - Water Meter Bid (Large Meters - Commercial)

Water Meter Offered (Large Meters - Commercial):

3" Turbine	UNIT PRICE	\$ <u>1,221.85</u>
3" Compound	UNIT PRICE	\$ <u>2,182.58</u>
4" Turbine	UNIT PRICE	\$ <u>1,391.09</u>
4" Compound	UNIT PRICE	\$ <u>2,839.41</u>
6" Turbine	UNIT PRICE	\$ <u>2,634.46</u>
6" Compound	UNIT PRICE	\$ <u>4,789.08</u>
8" Turbine	UNIT PRICE	\$ <u>3,852.40</u>
8" Compound	UNIT PRICE	\$ <u>7,947.99</u>
10" Turbine	UNIT PRICE	\$ <u>5,741.42</u>
10" Compound	UNIT PRICE	\$ <u>0 (Not offered)</u>
	FREIGHT	\$ <u>0</u>
	TAX (9.18) %	\$ <u>2,993.03</u>
	TOTAL UNIT PRICE	\$ <u>35,593.31</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: Not applicable.

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 60 Days



City of Flagstaff - Water Services - Water Meter Bid (Fire Service Assembly)

Water Meter Offered (Fire Service Assembly):

4" Fire Service Assembly	UNIT PRICE	\$ <u>8,608.70</u>
6" Fire Service Assembly	UNIT PRICE	\$ <u>11,836.96</u>
8" Fire Service Assembly	UNIT PRICE	\$ <u>15,065.22</u>
10" Fire Service Assembly	UNIT PRICE	\$ <u>17,486.42</u>
	FREIGHT	\$ <u>0</u>
	TAX (9.18) %	\$ <u>4,865.68</u>
	TOTAL UNIT PRICE	\$ <u>57,862.98</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: Not applicable.

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 60 Days



City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Commercial)

Water Meter Offered (Ultrasonic - Commercial):

3" Ultrasonic - Commercial	UNIT PRICE	\$ <u>2,378.83</u>
4" Ultrasonic - Commercial	UNIT PRICE	\$ <u>3,083.53</u>
6" Ultrasonic - Commercial	UNIT PRICE	\$ <u>5,097.65</u>
8" Ultrasonic - Commercial	UNIT PRICE	\$ <u>7,705.89</u>
10" Ultrasonic - Commercial	UNIT PRICE	\$ <u>9,611.77</u>
	FREIGHT	\$ <u>0</u>
	TAX (9.18) %	\$ <u>3,508.01</u>
	TOTAL UNIT PRICE	\$ <u>41,717.46</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: Not applicable.

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 60 Days



Product Specification Sheets & Warranty Documents

Product Sheets

- Neptune T-10 Positive Displacement Residential Water Meter
 - <https://www.neptunetg.com/globalassets/products/literature/ps-t10-small-23-010383-07.23.pdf>
- Neptune T-10 Positive Displacement Intermediate Water Meter
 - <https://www.neptunetg.com/globalassets/products/literature/ps-t10-intermediate-23-010382-07.23.pdf>
- ProCoder Register
 - <https://www.neptunetg.com/globalassets/products/literature/ps-procoder-20-006038-09.21.pdf>
- High Performance HP Turbine Meters
 - <https://www.neptunetg.com/globalassets/products/literature/ps-hp-turbine-23-010197-06.23.pdf>
- High Performance Protectus III Fire Service Meter
 - <https://www.neptunetg.com/globalassets/products/literature/19-003527-ps-hp-protectus-iii-s-06.19.pdf>
- Tru/Flow Compound Meter
 - <https://www.neptunetg.com/globalassets/products/literature/19-003526-ps-tru-flo-06.19.pdf>
- Neptune MACH10 Ultrasonic Residential & Fire Service Meter
 - <https://www.neptunetg.com/globalassets/products/literature/ps-mach-10-res-23-010471-8.23.pdf>
- Neptune MACH10 Ultrasonic Intermediate Residential & Fire Service Meter
 - <https://www.neptunetg.com/globalassets/products/literature/ps-mach-10-int-23-010452-8.23.pdf>
- Neptune MACH10 Commercial & Industrial Ultrasonic Meter
 - <https://www.neptunetg.com/globalassets/products/literature/ps-mach-10-ci-23-010472-08.23.pdf>

Warranty Documents

- Neptune T-10 Water Meter Warranty
 - <https://www.neptunetg.com/globalassets/resource-center/library/warranties/w-meter-03.19.pdf>
- ProCoder Register Warranty
 - <https://www.neptunetg.com/globalassets/resource-center/library/warranties/w-encoder-03.19.pdf>
- MACH10 Warranty
 - <https://www.neptunetg.com/globalassets/resource-center/library/warranties/w-mach-10-08.23.pdf>
- C&I Commercial Warranty
 - <https://www.neptunetg.com/globalassets/resource-center/library/warranties/w-ci-mach-10-10.21.pdf>

Core & Main is happy to provide hard copies of the Neptune Product Specification sheets and Warranty Statements upon request.

EXHIBIT B

TERMS AND CONDITIONS (COMMODITIES)

(Last Updated December 20, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties."
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

INSPECTION, RECORDS, ADMINISTRATION

- 26. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
- 27. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 28. PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
- 29. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

- 30. GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 31. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 32. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 33. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 34. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 35. NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 36. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 37. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 38. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible

and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

39. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
40. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
41. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

42. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by written notice to defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
43. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
44. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

45. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
46. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
47. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
48. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
49. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
50. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

51. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
52. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
53. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be

sent by email as a secondary form of notice.

54. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
55. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
56. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
57. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
58. **FORCE MAJEURE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
59. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
60. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
61. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. § 35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

- 62. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

EXHIBIT C

INSURANCE REQUIREMENTS (COMMODITIES)

(Last Updated December 20, 2023)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor’s obligations under the Contract have been met, including any warranty periods. Contractor’s failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option

may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CONTRACT FOR PURCHASE OF MATERIALS

Contract No. 2024-03

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Metron Farnier, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Bid Form and Fee Schedule: Contractor shall provide the materials described as:

Water Meters

and as more specifically described in the Bid Form and Fee Schedule, attached hereto as Exhibit A.

2. Compensation:

- A. Contractor shall be compensated for the materials provided as priced in the Bid Form and Fee Schedule attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

- B. There may be more than one (1) contractor selected to provide the materials that are the basis of this Contract. The budgeted amount for this purchase is the total the City will pay to all contractors combined.

- C. The City may review fully documented requests for price increases after the Contract has been in effect for one (1) year. The price increase shall be based upon a proven market increase in the price of the materials at the time of the request. The City Purchasing Director and the Water Services Section Director shall determine whether the requested price increase, or an alternative option, is in the best interest of the City.

- D. A formal written amendment to the Contract is required for any price increases above those agreed upon in the Bid Form and Fee Schedule attached hereto as Exhibit A.

- E. Any charges from unilateral price increases made by Contractor without a formal written amendment will be deducted from any payment to Contractor.

3. Terms and Conditions (Commodities): The City of Flagstaff Terms and Conditions (Commodities), attached hereto as Exhibit B, are incorporated by reference, and shall apply to performance of this Contract, except to the extent modified by Exhibit A.

4. Insurance (Commodities): Contractor shall meet the insurance requirements of the City, attached hereto as Exhibit C, are incorporated by reference.

5. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (Commodities), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties.

6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Patrick O'Connor
City of Flagstaff
Water Services Section Director – Field
Operations
5401 E Commerce Ave
Flagstaff, AZ 86004
poconnor@flagstaffaz.gov

To Contractor:

Alex Schechter
Regional Sales Manager – Arizona
Metron Farnier, LLC
5665 Airport Blvd
Boulder, CO 80301
720-618-3435
Aschechter@metronfarnier.com

With a copy to:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.Callan@flagstaffaz.gov

(The remainder of the page intentionally blank.)

8. 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.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

December 20, 2023 (commodities)

EXHIBIT A

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services - Water Meters (Ultrasonic - For residential installation. Ultrasonic water meters being used for residential fire service applications must be UL 327B Certified) Sizes: 3/4" through 2"</p>	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
No 5/8" x 3/4" meters are requested.	Yes	
Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.	Alt	Single-Jet
Meters and registers shall be compatible with Itron ERT's.	Yes	
Compatible with AMR, AMI Systems and cellular network systems.	Yes	
Meters shall be lead-free bronze per AWWA C715 and NSF/ANSI 61, NSF/ANSI 372 specifications that became effective January 2014.	Yes	
Meter operating ranges by size below, shall be at a minimum:		
3/4" x 3/4" = 0.5 to 30 gpm	Yes	1/20 th to 40 GPM
1" = 0.75 to 50 gpm	Yes	1/10 th to 70 GPM
1 1/2" = 0.80 to 125 gpm	Yes	1/5 th to 120 GPM
2" = 1.5 to 160 gpm	Yes	1/4 th to 180 GPM

	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
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Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	Alt	8 Digit Display
Non-removable from meter	No	Register is field replaceable
Rate of flow (gpm)	Yes	
Reverse-flow indicator or detection	Yes	
Leak indicator or detection	Yes	
High resolution ASCII encoder protocol	Yes	
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	Yes	
Serial numbers shall be stamped onto the register lid	Yes	
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	No	
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.	Yes	
Meters shall be maintenance free and contain no internal moving parts.	No	1 Moving Part/Impeller
The maximum operating pressure of 175 psi.	Yes	
The electronic register shall have a twenty (20) year battery life.	Yes	

	COMPLY YES OR NO	COMMENTS
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Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	Yes	
No polymer or composite bodies or meter threads will be accepted.	Yes	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	Alt	C712
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	Yes	
Lay length requirements for meter up to 2" are as follows:		
3/4" x 3/4" = 7 1/2"	Yes	
1" - 10 3/4"	Yes	
1 1/2" = 13"	Yes	
2" = 17"	Yes	

	COMPLY YES OR NO	COMMENTS
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.		

3/4" x 3/4" = 1,200	Yes	3 to 4 weeks delivery
1" = 50	Yes	3 to 4 weeks delivery
1 1/2" = 50	Yes	3 to 4 weeks delivery
2" = 50	Yes	3 to 4 weeks delivery
Manufacturers shall be a member of the AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States.	Yes	

<p align="center">SPECIFICATIONS</p> <p>City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications) Sizes: 3" through 10"</p>	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
Requested meter sizes are: 3", 4", 6", 8" and 10"	Yes	
Requested meter types are Turbine Type II, Compound, Ultrasonic and Fire Service.	Alt	Single-Jet
Meters shall be lead-free bronze or of stainless steel construction per NSF/ANSI 61 specifications.	Yes	
Registers shall be direct/straight read permanently sealed magnetic drive. Registers shall be waterproof and have a minimum of six odometer wheels for totalization display. Registers shall have a center sweep hand and low flow indicator.	Alt	Digital register displays 8 digits and has forward and reverse indicators.
Register measurement shall be to the 100 gallons or less.	Yes	
Meter and registers shall be compatible with Itron ERT's.	Yes	
Compatible with AMR, AMI Systems and cellular network systems.	Yes	
Registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).	Yes	
Serial numbers shall be stamped onto register lid as well as the meter body.	Yes	

	COMPLY YES OR NO	COMMENTS
Meter size, model, registration, and date of manufacture shall be printed on the register face.	No	
Registers must affix to the meter body with a tamper-proof mechanism.	Yes	
All registers shall have a warranty for a minimum of five years from date of shipment from manufacturer.	Yes	
All meters shall operate at a minimum of 150 psi.	Yes	
Turbine type meters shall comply with AWWA C701 Class II standards. NSF/ANSI 372.	Alt	C712
Turbine meter operating ranges by sizes shall conform with the latest AWWA C701 standards below:		
4" = 15 to 750 US gpm	Alt	1 to 1000 US gpm
6" = 30 to 1,600 US gpm	Alt	4 to 2800 US gpm
8" = 50 to 2,800 US gpm	Alt	7 to 3500 US gpm
10" = 75 to 4,200 US gpm	No	
Turbine meter shall have a warranty to meet AWWA C701 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	Yes	5 year warranty
Local registers on the nutating disk low flow meter shall have a warranty for at least one (1) year from date of shipment from the manufacturer.	Yes	

	COMPLY YES OR NO	COMMENTS
Compound meter operating ranges by size shall conform with the latest AWWA C702 standards below:		
3" = 2 to 350 gpm	Alt	1/3 rd to 350 gpm
4" = 3 to 600 gpm	Alt	½ to 500 gpm
6" = 5 to 1,350 gpm	Alt	¾ to 1000 gpm
6" x 8" = 16 to 1,600 gpm	Alt	4 to 2800 gpm
Compound meters shall have a warranty to meet AWWA C702 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	Alt	5 year warranty
Local registers on the nutating disk bypass low flow meter shall have a warranty for at least five (5) years from date of shipment from the manufacturer.	N/a	Single jets have one measuring element and register.
Fire Service Assembly meters operating ranges by size shall conform with the latest AWWA C703 standards below:		
4" = 4 to 700 US gpm	Yes	¾ to 1000 US gpm
6" = 5 to 1,600 US gpm	Yes	4 to 2800 US gpm
8" = 8 to 2,800 gpm	Yes	7 to 3500 US gpm
10" = 8 to 4,400 US gpm	no	
Fire Service Assemblies shall be able to operate at 175 psi.	Yes	
Fire Service Assemblies shall be UL Certified.	No	Factory Mutual approved
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	
Specifications sheets shall be provided for each meter type and size in final bid.	Yes	

	COMPLY YES OR NO	COMMENTS
For Turbine, Compound and Fire Service Assembly, Ultrasonic type meters, lay lengths for each size and type shall be included in the bid.	Yes	
Annual quantities below are estimates only and may vary per year.	Yes	
3" Turbine = 5	Alt	Single-Jet
3" Compound = 5	Alt	Single-Jet
3" Ultrasonic = 5	Alt	Single-Jet
4" Turbine = 5	Alt	Single-Jet
4" Compound = 5	Alt	Single-Jet
4" Ultrasonic = 5	Alt	Single-Jet
4" Fire Service = 5	Alt	Single-Jet
6" Turbine = 5	Alt	Single-Jet
6" Compound = 5	Alt	Single-Jet
6" Ultrasonic = 5	Alt	Single-Jet
6" Fire Service = 5	Alt	Single-Jet
8" Turbine = 5	Alt	Single-Jet
8" Compound = 5	Alt	Single-Jet
8" Ultrasonic = 5	Alt	Single-Jet
8" Fire Service = 5	Alt	Single-Jet
10" Turbine = 1	Alt	Single-Jet
10" Compound = 1	Alt	Single-Jet
10" Ultrasonic = 1	Alt	Single-Jet
10" Fire Service = 1	Alt	Single-Jet

<p align="center">SPECIFICATIONS</p> <p>City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications - <i>Ultrasonic</i>) Sizes: 3" through 10" Ultrasonic water meters being used for fire service applications must be UL 327B Certified)</p>	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
Requested meter sizes are: 3", 4", 6", 8" and 10"		
Requested meter type is Ultrasonic.	Alt	Single-Jet
Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.	N/a	
The meter main case shall be cast from NSF/ANSI 61 certified lead free bronze alloy containing a minimum of 85% copper per NSF/ANSI 61 specifications.	N/a	
Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	N/a	
The meter must have replaceable unitized measuring element (UME).	Yes	All single-jet's are top loaded. UME's are available.
Rate of flow (gpm)	Yes	
Reverse-flow indicator or detection	Yes	
Leak indicator or detection	Yes	
High resolution ASCII encoder protocol	Yes	
Register measurement shall be to the 100 gallons or less.	Yes	
Meter and registers shall be compatible with Itron ERT's.	yes	

	COMPLY YES OR NO	COMMENTS
Compatible with AMR, AMI Systems and cellular network systems.	Yes	
Absolute Encoder registers shall have a twentyfive (25) foot Itron quick connects for Itron ERT's (potted at factory).	Yes	
Serial numbers shall be stamped onto register lid as well as the meter body.	Yes	
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	No	
Meters shall be maintenance free and contain no internal moving parts.	no	One moving part/Impeller.
The electronic register shall have a twenty (20) year battery life.	Yes	
The maximum operating pressure of 175 psi.	Yes	
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	Yes	
Ultrasonic meter operating ranges by sizes shall conform with the latest AWWA C700, C701 and C715 standards:		
3" = .75 to 500 US gpm	Alt	1/3 rd to 350 US gpm
4" = 1.5 to 1,250 US gpm	Alt	¾ to 1000 US gpm
6" = 2.0 to 2,000 US gpm	Alt	4 to 2800 US gpm
8" = 6.0 to 4,000 US gpm	Alt	7 to 3500 US gpm
10" = 10.0 to 6,500 US gpm	No	

	COMPLY YES OR NO	COMMENTS
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	Yes	C712
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	Yes	
For Ultrasonic type meters, lay lengths for each size shall be included in the bid.		
Annual quantities below are estimates only and may vary per year.		
3" Ultrasonic = 5	Yes	
4" Ultrasonic = 5	Yes	
6" Ultrasonic = 5	Yes	
8" Ultrasonic = 5	Yes	
10" Ultrasonic = 1	No	

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services -</p> <p align="center">Water Meters</p> <p align="center">(Positive Displacement)</p> <p align="center">Sizes: 3/4" through 2"</p>	<p align="center">COMPLY</p> <p align="center">YES OR NO</p>	<p align="center">COMMENTS</p>
Meters shall be magnetic drive, sealed register, positive displacement type, nutating disk cold water meters and with an analog register.	Alt	Single-Jet
Meters and registers shall be compatible with Itron ERT's.	Yes	
Compatible with AMR, AMI Systems and cellular network systems.	Yes	
Meters shall be lead-free bronze per NSF/ANSI 61 specifications.	Yes	
Registers shall be direct/straight read mechanical registers with absolute encoder technology. Registers shall have nine (9) dials.	No	8 Digit encoder
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	Yes	
Serial numbers shall be stamped onto the register lid as well as the meter body.	Yes	
Meter size, model, registration, and date of manufacture shall be printed on the register face.	No	
Registers shall affix to the meter body with a tamper-proof mechanism.	yes	

	COMPLY YES OR NO	COMMENTS
The meter measuring chamber shall be constructed of a non-corrosive synthetic polymer and shall not be cast as part of the meter main case.	Yes	
Bolts that attach the bottom plate to the meter case shall be stainless steel.	Yes	Top loader
Meters shall utilize nutating disk technology. The motion of the measuring disc shall be transmitted to the sealed register through the use of a magnetic drive assembly. The disc center pin as well as the magnetic drive assembly shaft shall be stainless steel.	Alt	Single-Jet, shaft is tungsten carbide.
No polymer or composite bodies or meter threads will be accepted.	Yes	
Meters shall provide a maximum operating pressure of at least 150 psi.	Yes	
Meter operating ranges by size shall conform with the latest AWWA C700 standards.	Yes	C712
3/4" = 2 to 30 gpm	Alt	1/20 th to 40 gpm
1" = 3 to 50 gpm	Alt	1/10 th to 70 gpm
1 1/2" = 5 to 100 gpm	Alt	1/5 th to 120 gpm
2" = 8 to 160 gpm	Alt	¼ to 180 gpm
All meters shall be constructed with an internal corrosion-resistant strainer which is easily removed from the meter body.	no	No strainer required for single-jet.
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	

	COMPLY YES OR NO	COMMENTS
All technical specification sheets and warranty documents for each meter shall be included in the final bid.		
Lay lengths requirements for meters up to 2" are as follows:		
3/4" x 3/4" = 7 1/2"	Yes	
1" = 10 3/4"	Yes	
1 1/2" = 13"	Yes	
2" = 17"	Yes	
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.	Yes	
3/4" x 3/4" = 1,200	Yes	
1" = 50	Yes	
1 1/2" = 50	Yes	
2" = 50	Yes	
No 5/8" x 3/4" meters are being requested.	yes	
City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Residential)		

Water Meter Offered (Ultrasonic Residential):

3/4" x 3/4"	UNIT PRICE	\$195
1"	UNIT PRICE	\$315
1 1/2"	UNIT PRICE	\$615
2"	UNIT PRICE	\$945

Water Meter Offered (Ultrasonic Residential - Fire Service):

3/4" x 3/4" Ultrasonic Residential - Fire Service	UNIT PRICE	\$__ N/a _____
1" Ultrasonic Residential - Fire Service	UNIT PRICE	\$__ N/a _____

UNIT PRICE

1 1/2" Ultrasonic Residential - Fire Service

\$ _____ N/a _____

2" Ultrasonic Residential - Fire Service

UNIT PRICE \$ _____ N/a _____

FREIGHT \$ _____

TAX () % \$ _____

TOTAL UNIT PRICE \$2,070

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase?

\$ _____

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges:

_____Quantity discounts available

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 28 Days

City of Flagstaff - Water Services - Water Meter Bid (Positive Displacement - PD)

Water Meter Offered (Positive Displacement - PD):

3/4" x 3/4" Positive Displacement - PD	UNIT PRICE	\$195
1" Positive Displacement - PD	UNIT PRICE	\$315

	UNIT PRICE	
1 1/2" Positive Displacement - PD		\$615

2" Positive Displacement - PD	UNIT PRICE	\$945
	FREIGHT	\$ _____
	TAX () %	\$ _____
	TOTAL UNIT PRICE	\$2,070

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase?	\$ _____
Any other specifications not standard, but being specified, must be included here, with price:	

Miscellaneous charges:	quantity discounts available

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:
Maximum number of calendar days to deliver after receipt of a purchase order is 28 Days

City of Flagstaff - Water Services - Water Meter Bid (Large Meters - Commercial)

Water Meter Offered (Large Meters - Commercial):

3" Turbine	UNIT PRICE	\$
3" single-jet	UNIT PRICE	\$1,650.00
4" Turbine	UNIT PRICE	\$
4" Single-Jet	UNIT PRICE	\$2,750.00
6" Turbine	UNIT PRICE	\$
6" Single-Jet	UNIT PRICE	\$3,650.00
8" Turbine	UNIT PRICE	\$
8" Single-Jet	UNIT PRICE	\$8,250.00
10" Turbine	UNIT PRICE	\$ _____
10" Compound	UNIT PRICE	\$ _____
	FREIGHT	\$ _____
	TAX () %	\$ _____
	TOTAL UNIT PRICE	\$16,300.00

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? Quantity discounts available
Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: _____

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 28 Days

City of Flagstaff - Water Services - Water Meter Bid (Fire Service Assembly)

Water Meter Offered (Fire Service Assembly):

4" Fire Service Assembly	UNIT PRICE	\$ _____
6" Fire Service Assembly	UNIT PRICE	\$9,500.00
8" Fire Service Assembly	UNIT PRICE	\$10,500.00
10" Fire Service Assembly	UNIT PRICE	\$ _____
	FREIGHT	\$ _____
	TAX () %	\$ _____
	TOTAL UNIT PRICE	\$20,000.00

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? Quantity Discounts Available
Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: _____

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 28 Days

City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Commercial)

Water Meter Offered (Ultrasonic - Commercial):

3" Ultrasonic - Commercial	UNIT PRICE	\$ _____
4" Ultrasonic - Commercial	UNIT PRICE	\$ _____
6" Ultrasonic - Commercial	UNIT PRICE	\$ _____
8" Ultrasonic - Commercial	UNIT PRICE	\$ _____
10" Ultrasonic - Commercial	UNIT PRICE	\$ _____
	FREIGHT	\$ _____
	TAX () %	\$ _____
	TOTAL UNIT PRICE	\$ _____

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ _____

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: _____

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is _____ Days

City of Flagstaff

Solicitations for: Water Meters

Solicitation No: 2024-03

Alternate Bid Submittal

Metron-Farnier is submitting an alternate bid for Single-Jet water meters that meet or exceed AWWA C-712 Standards.

The RFP was written around other types of meters (ultrasonic, PD, turbine, compound) and many of the criteria for each do not apply to Single-jets. We have used compliance requests to generate how we comply / do not comply with the most important variables for meters in each category as Single-Jet meter operating characteristics overlap turbine, compound and disc type meters.

- 1) Meters are Single-jet, AWWA C-712 compliant
- 2) Registers are compatible with Itron Erts and will come with an Itron quick connect. Erts are not provided.
- 3) Brass Meters are lead free and have NSF certifications.
- 4) Operating ranges by meter model (98.5% - 101.5%):
 - a. Spectrum 30DB (7.5" LL) .125 gpm – 40 gpm
 - b. Spectrum 50DL (10 3/4" LL) .5 gpm – 70 gpm
 - c. Spectrum 88DL (13" LL) .5 gpm – 105 gpm
 - d. Spectrum 130D (10", 15 1/4", 17" LL) .75 gpm – 165 gpm
 - e. Spectrum 175D (11.8" LL) .75 gpm – 350 gpm
 - f. Spectrum 500D (13.8" LL) 1.5 gpm – 500 gpm
 - g. Spectrum 1000D (17.8" LL) 2 gpm – 1000 gpm
 - h. Enduro 2800 (24" LL) 6 gpm – 2800 gpm
 - i. Enduro 3600 (24" LL) 14 gpm – 3600 gpm
- 5) Register for all meters have an encoded 8-digit LCD display. The output from the register is programmable to any increment desired for USG and CCF.
- 6) Registers are secured with a tamper screw.
- 7) Reverse flow indicator.
- 8) Rate of flow is available with tablet to put register in flow mode.
- 9) Leak / low flow indicator.
- 10) Registers are absolute encoders with either 5ft or 25ft Itron quick connects factory potted.

- 11) Meters and registers are submersible. Registers are IP 68 rated.
- 12) Operating pressure for all meters exceeds 175 psi.
- 13) Battery life expectancy exceeds 20 years. Registers have a 10 year full coverage and pro-rated for another 10.
- 14) Meter deliveries will include an upload file with serial numbers.
- 15) Metron-Farnier is an active AWWA member and has over 25 years of field and production experience serving water utilities in the United States.
- 16) Measuring element is made of a non-corrosive polypropylene.
- 17) By design, strainers are not required with Single-jet meters (Fire service excluded – they are required).
- 18) Model, serial number, date of manufacturer, NSF and direction of flow are marked on the meter main case.
- 19) Register can be removed and replaced with a cellular register at anytime.
- 20) Register 3-wire output uses the Sensus protocol and is compatible with virtually all AMR / AMI / cellular systems.

Minor deviations:

- 1) Register and meter serial numbers are unique as the registers can be interchangeable. Register serial number is on the face of the register and meter body serial numbers are on the meter body.
- 2) Meter size, date of manufacture and registration (USG) are not printed on the register face.
- 3) Digital LCDS do not have a sweep hand.

Documents Included with the Submittal Include:

Residential Spectrum Meter Specifications

Small Commercial Spectrum Meter Specifications

Large Commercial Spectrum Meter Specifications

Enduro Meter Specifications

Warranty Documentation – Meters and registers

Meters Offered

Single-Jet AWWA C-712

Size	Meter Model	Lay Length	Unit Price
¾"	Spectrum 30DB	7.5" LL	\$195.00
1"	Spectrum 50D	10 ¾"	\$315.00
1 ½"	Spectrum 88D	13"	\$615.00
2"	Spectrum 130D	9.8", 15 ¼" or 17"	\$945.00
3"	Spectrum 175D	11.8"	\$1,650.00
4"	Spectrum 500D	13.8"	\$2,750.00
6"	Spectrum 1000D	17.8"	\$3,650.00
6"	Enduro 2800	24"	\$7,200.00
8"	Enduro 2800	24"	\$8,250.00
6"	Fire Service Meter	45"	\$9,500.00
8"	Fire Service Meter	53"	\$10,500.00

Spools for the 3", 4", 6" and 8" are available upon request.

All meters will come with an Itron quick connect on the register.

EXHIBIT B

TERMS AND CONDITIONS (COMMODITIES)

(Last Updated December 20, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties."
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

INSPECTION, RECORDS, ADMINISTRATION

- 26. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
- 27. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 28. PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
- 29. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

- 30. GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 31. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 32. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 33. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 34. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 35. NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 36. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 37. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 38. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible

and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

39. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
40. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
41. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

42. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by written notice to defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
43. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
44. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

45. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
46. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
47. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
48. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
49. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
50. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

51. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
52. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
53. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be

sent by email as a secondary form of notice.

54. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
55. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
56. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
57. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
58. **FORCE MAJEURE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
59. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
60. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
61. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. § 35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

- 62. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

EXHIBIT C

INSURANCE REQUIREMENTS (COMMODITIES)

(Last Updated December 20, 2023)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor’s obligations under the Contract have been met, including any warranty periods. Contractor’s failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option

may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CONTRACT FOR PURCHASE OF MATERIALS

Contract No. 2024-03

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and AquaFlow Solutions, Inc., an Arizona corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Bid Form and Fee Schedule: Contractor shall provide the materials described as:

Water Meters

and as more specifically described in the Bid Form and Fee Schedule, attached hereto as Exhibit A.

2. Compensation:

A. Contractor shall be compensated for the materials provided as priced in the Bid Form and Fee Schedule attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

B. There may be more than one (1) contractor selected to provide the materials that are the basis of this Contract. The budgeted amount for this purchase is the total the City will pay to all contractors combined.

C. The City may review fully documented requests for price increases after the Contract has been in effect for one (1) year. The price increase shall be based upon a proven market increase in the price of the materials at the time of the request. The City Purchasing Director and the Water Services Section Director shall determine whether the requested price increase, or an alternative option, is in the best interest of the City.

D. A formal written amendment to the Contract is required for any price increases above those agreed upon in the Bid Form and Fee Schedule attached hereto as Exhibit A.

E. Any charges from unilateral price increases made by Contractor, without a formal written amendment, will be deducted from any payment to Contractor.

3. Terms and Conditions (Commodities): The City of Flagstaff Terms and Conditions (Commodities), attached hereto as Exhibit B, are incorporated by reference, and shall apply to performance of this Contract, except to the extent modified by Exhibit A.

4. Insurance (Commodities): Contractor shall meet the insurance requirements of the City, attached hereto as Exhibit C, are incorporated by reference.

5. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (Commodities), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties.

6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Patrick O'Connor
City of Flagstaff
Water Services Section Director – Field
Operations
5401 E Commerce Ave
Flagstaff, AZ 86004
poconnor@flagstaffaz.gov

To Contractor:

Mike Ellis
Municipal Water Meter Sales
AquaFlow Solutions, Inc.
11009 N. 51st Drive
Glendale, AZ 85304
602-647-3731-Cell
602-733-7777-Office
Mike@aquafLOWaz.com

With a copy to:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.Callan@flagstaffaz.gov

(The remainder of the page intentionally blank.)

8. 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.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

December 20, 2023 (commodities)

Exhibit A - Bid Sheet

Response to:

Water Meters

Request for Proposal (RFP) #2024-03

Prepared for:

City of Flagstaff Purchasing Division

211 W. Aspen Ave.

City Hall, 2nd Floor, Mngmt Srvs

Flagstaff, Arizona 86004

Phone 928-213-2275 Email teddy.callan@flagstaffaz.gov



Prepared by: Mike Ellis
Aquaflow Solutions Inc
5156 W Olive Ave #464 Glendale, AZ 85304
P: 602-733-7777 E: info@aquafLOWaz.com



EXHIBIT A

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services - Water Meters (Ultrasonic - For residential installation. Ultrasonic water meters being used for residential fire service applications must be UL 327B Certified) Sizes: 3/4" through 2"</p>	<p align="center">COMPLY? YES OR NO</p>	<p align="center">COMMENTS</p>
<p>No 5/8" x 3/4" meters are requested.</p>	<p align="center">YES</p>	<p>Master Meter will comply with this request.</p>
<p>Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.</p>	<p align="center">YES</p>	<p>The Master Meter Sonata complies with this requirement.</p>
<p>Meters and registers shall be compatible with Itron ERT's.</p>	<p align="center">YES</p>	<p>The Master Meter Sonata complies with this requirement. The Sonata uses UI1203 protocol that is the same industry protocol used by the Itron ERT.</p>

Compatible with AMR, AMI Systems and cellular network systems.	YES	The Master Meter Sonata complies with this requirement. The Sonata uses UI1203 protocol that is the same industry protocol used by the majority of AMR, AMI vendors and is compatible in either Cellular, Mobile, or Fixed Systems and more.
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Meters shall be lead-free bronze per AWWA C715 and NSF/ANSI 61, NSF/ANSI 372 specifications that became effective January 2014.	YES	The Master Meter Sonata complies with this requirement.
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Meter operating ranges by size below, shall be at a minimum:		
3/4" x 3/4" = 0.5 to 30 gpm	YES	The Sonata exceeds this requirement with an operating range of 0.1 - 35 GPM
1" = 0.75 to 50 gpm	YES	The Sonata exceeds this requirement with an operating range of 0.38 - 55 GPM
1 1/2" = 0.80 to 125 gpm	YES	The Octave exceeds this requirement with a normal operating range of 0.5 - 250 GPM.
2" = 1.5 to 160 gpm	YES	The Octave exceeds this requirement with a normal operating range of 0.5 - 250 GPM.

Meter register shall contain programmable up to nine (9) digit LCD display with the following features:		
Non-removable from meter	YES	The Sonata and Octave comply with this requirement.
Rate of flow (gpm)	YES	The Sonata and Octave exceed this requirement. It is one of only two ultrasonic meters on the market that has a permanent location on the LCD that displays the Rate of Flow without the need to toggle the LCD to see flow rate.
Reverse-flow indicator or detection	YES	This is done with an icon on the LCD.
Leak indicator or detection	YES	The Sonata and Octave have an icon on the LCD to indicate leak.
High resolution ASCII encoder protocol	YES	The Octave and Sonata are capable of providing up to 8 digits of high resolution encoder output readings.
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	YES	The Sonata and Octave comply and can be provided with either a 5' or 25' Itron ILC

Serial numbers shall be stamped onto the register lid	YES	The Sonata and Octave have the serial number on the faceplate and if the utility would like the number engraved elsewhere we are willing to comply.
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	YES	The Sonata and Octave comply
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.	YES	The Sonata and Octave comply with IP68 ratings
Meters shall be maintenance free and contain no internal moving parts.	YES	The Sonata and Octave are both maintenance free
The maximum operating pressure of 175 psi.	YES	The Sonata and Octave comply and are provided standard with a 175 PSI rating.
The electronic register shall have a twenty (20) year battery life.	YES	The Sonata and Octave comply with the battery life expectancy.
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	YES	The Sonata and Octave exceed C700 and C715 Type I and Type II meter accuracy standards. The warranty period is 20 years; the first 10 years is full warranty and the remaining 10 is prorated.

No polymer or composite bodies or meter threads will be accepted.	YES	The Sonata will be provided with a brass body and Octave will be stainless steel.
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Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	Master Meter will provide a flat file with the utilities required parameters
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All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	YES	The Sonata and Octave both exceed the C700 series and specifically the C715 standard for both Type I and Type II meters.
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All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	YES	All technical information is provided with this submittal.
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Lay length requirements for meter up to 2" are as follows:		
3/4" x 3/4" = 7 1/2"	YES	
1" - 10 3/4"	YES	
1 1/2" = 13"	YES	
2" = 17"	YES	

Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.		
3/4" x 3/4" = 1,200	YES	
1" = 50	YES	

1 1/2" = 50	YES	
2" = 50	YES	

Manufacturers shall be a member of the AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States.	YES	Master Meter has over 40 years of AWWA experience in the United States and Canadian market and over 80 years of global water meter technology experience.
SPECIFICATIONS City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications) Sizes: 3" through 10"	COMPLY? YES OR NO	COMMENTS

Requested meter sizes are: 3", 4", 6", 8" and 10"	YES	All sizes are available and in stock. Master Meter has over 14 years of experience in commercial ultrasonic metering.
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Requested meter types are Turbine Type II, Compound, Ultrasonic and Fire Service.	YES	Master Meter is responding with ultrasonic water metering compliant with AWWA C715.
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Meters shall be lead-free bronze or of stainless steel construction per NSF/ANSI 61 specifications.	YES	The Octave meters are Stainless Steel Grade 316 Type L.
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<p>Registers shall be direct/straight read permanently sealed magnetic drive. Registers shall be waterproof and have a minimum of six odometer wheels for totalization display. Registers shall have a center sweep hand and low flow indicator.</p>	<p>NO</p>	<p>This question is applicable to mechanical meters with odometer type registers. The Octave has an integrated LCD that exceeds this requirements.</p>
<p>Register measurement shall be to the 100 gallons or less.</p>	<p>YES</p>	<p>The Octave exceeds this requirement and is fully configurable to the utility's preference. It can also be changed at a later date if you decide to utilize higher resolution for an AMI.</p>
<p>Meter and registers shall be compatible with Itron ERT's.</p>	<p>YES</p>	<p>The Octave complies and is compatible with Itron's radios.</p>
<p>Compatible with AMR, AMI Systems and cellular network systems.</p>	<p>YES</p>	<p>The Octave complies by using industry protocol UI1203 which is compatible with most AMR, AMI Systems and cellular network systems.</p>
<p>Registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).</p>	<p>YES</p>	
<p>Serial numbers shall be stamped onto register lid as well as the meter body.</p>	<p>YES</p>	<p>Master Meter will comply. Our typical location is only on the register faceplate but we will stamp it on the body and top of the meter lid.</p>

Meter size, model, registration, and date of manufacture shall be printed on the register face.	YES	The Octave complies with this requirement.
Registers must affix to the meter body with a tamper-proof mechanism.	YES	The Octave complies with this requirement. The register is integrated into the meter body and has tamper plugs as means of tamper proofing the meter.
All registers shall have a warranty for a minimum of five years from date of shipment from manufacturer.	YES	The Octave exceeds this, doubling this requirement and offering a full 10 year warranty.
All meters shall operate at a minimum of 150 psi.	YES	
Turbine type meters shall comply with AWWA C701 Class II standards. NSF/ANSI 372.	NO	The Octave exceeds this, meets AWWA C715 standards and is in full compliance with NSF/ANSI 372.
Turbine meter operating ranges by sizes shall conform with the latest AWWA C701 standards below:		
4" = 15 to 750 US gpm	YES	The Octave ultrasonic exceeds this requirement.
6" = 30 to 1,600 US gpm	YES	The Octave ultrasonic exceeds this requirement.

8" = 50 to 2,800 US gpm	YES	The Octave ultrasonic exceeds this requirement.
10" = 75 to 4,200 US gpm	YES	The Octave ultrasonic exceeds this requirement.

Turbine meter shall have a warranty to meet AWWA C701 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	YES	The Octave ultrasonic exceeds this requirement with a 10 year warranty.
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Local registers on the nutating disk low flow meter shall have a warranty for at least one (1) year from date of shipment from the manufacturer.	YES	The Octave ultrasonic exceeds this requirement by eliminated the need for a secondary measuring chamber and also exceeds the warranty period by offering 10 years warranty.
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Compound meter operating ranges by size shall conform with the latest AWWA C702 standards below:		
3" = 2 to 350 gpm	YES	The Octave ultrasonic exceeds this requirement.
4" = 3 to 600 gpm	YES	The Octave ultrasonic exceeds this requirement.
6" = 5 to 1,350 gpm	YES	The Octave ultrasonic exceeds this requirement.
6" x 8" = 16 to 1,600 gpm	YES	The Octave ultrasonic exceeds this requirement.

Compound meters shall have a warranty to meet AWWA C702 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	YES	The Octave ultrasonic exceeds this requirement by offering a 10 year warranty.
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Local registers on the nutating disk bypass low flow meter shall have a warranty for at least five (5) years from date of shipment from the manufacturer.	YES	The Octave ultrasonic exceeds this requirement by eliminated the need for a secondary measuring chamber and also exceeds the warranty period by offering 10 years warranty.
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Fire Service Assembly meters operating ranges by size shall conform with the latest AWWA C703 standards below:		
4" = 4 to 700 US gpm	YES	The Octave ultrasonic exceeds this requirement.
6" = 5 to 1,600 US gpm	YES	The Octave ultrasonic exceeds this requirement.
8" = 8 to 2,800 gpm	YES	The Octave ultrasonic exceeds this requirement.
10" = 8 to 4,400 US gpm	YES	The Octave ultrasonic exceeds this requirement.

Fire Service Assemblies shall be able to operate at 175 psi.	YES	The Octave ultrasonic exceeds this requirement.
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Fire Service Assemblies shall be UL Certified.	YES	The Octave ultrasonic meets this requirement.
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Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	Master Meter will provide a flat file with the required information the utility requires.
---	-----	---

Specifications sheets shall be provided for each meter type and size in final bid.	YES	All specifications are including with our submittal.
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For Turbine, Compound and Fire Service Assembly, Ultrasonic type meters, lay lengths for each size and type shall be included in the bid.	YES	Master Meter will comply with lay length requirements.
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Annual quantities below are estimates only and may vary per year.		
3" Turbine = 5	YES	Master Meter can meet these delivery requirements.
3" Compound = 5	YES	Master Meter can meet these delivery requirements.
3" Ultrasonic = 5	YES	Master Meter can meet these delivery requirements.
4" Turbine = 5	YES	Master Meter can meet these delivery requirements.
4" Compound = 5	YES	Master Meter can meet these delivery requirements.
4" Ultrasonic = 5	YES	Master Meter can meet these delivery requirements.
4" Fire Service = 5	YES	Master Meter can meet these delivery requirements.
6" Turbine = 5	YES	Master Meter can meet these delivery requirements.

6" Compound = 5	YES	Master Meter can meet these delivery requirements.
6" Ultrasonic = 5	YES	Master Meter can meet these delivery requirements.
6" Fire Service = 5	YES	Master Meter can meet these delivery requirements.
8" Turbine = 5	YES	Master Meter can meet these delivery requirements.
8" Compound = 5	YES	Master Meter can meet these delivery requirements.
8" Ultrasonic = 5	YES	Master Meter can meet these delivery requirements.
8" Fire Service = 5	YES	Master Meter can meet these delivery requirements.
10" Turbine = 1	YES	Master Meter can meet these delivery requirements.
10" Compound = 1	YES	Master Meter can meet these delivery requirements.
10" Ultrasonic = 1	YES	Master Meter can meet these delivery requirements.
10" Fire Service = 1	YES	Master Meter can meet these delivery requirements.

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications - <i>Ultrasonic</i>) Sizes: 3" through 10" Ultrasonic water meters being used for fire service applications must be UL 327B Certified)</p>	<p align="center">COMPLY? YES OR NO</p>	<p align="center">COMMENTS</p>
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<p>Requested meter sizes are: 3", 4", 6", 8" and 10"</p>	<p align="center">YES</p>	<p>Master Meter complies with this section and will response with our Octave Ultrasonic meter in sizes 3" - 10".</p>
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<p>Requested meter type is Ultrasonic.</p>	<p align="center">YES</p>	<p>Master Meter complies with this section.</p>
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<p>Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.</p>	<p align="center">YES</p>	<p>Master Meter complies with this section.</p>
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<p>The meter main case shall be cast from NSF/ANSI 61 certified lead free bronze alloy containing a minimum of 85% copper per NSF/ANSI 61 specifications.</p>	<p align="center">YES</p>	<p>Master Meter exceeds this requirement by providing the superior Stainless Steel Grade 316 Type L.</p>
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<p>Meter register shall contain programmable up to nine (9) digit LCD display with the following features:</p>		
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<p>The meter must have replaceable unitized measuring element (UME).</p>	<p>NO</p>	<p>Master Meter does not offer a replaceable UME but we do exceed this requirement. The battery life of an Octave meter is 20 years.</p>
<p>Rate of flow (gpm)</p>	<p>YES</p>	<p>The Octave exceeds this requirement by having the rate of flow permanently on the LCD. Most other ultrasonic meters require toggling of the LCD to see the flow rate. We have a dedicated location on the LCD with real time flow rates displayed along with the total consumption.</p>
<p>Reverse-flow indicator or detection</p>	<p>YES</p>	<p>There is an icon on the Octave LCD.</p>
<p>Leak indicator or detection</p>	<p>YES</p>	<p>There is an icon on the Octave LCD.</p>
<p>High resolution ASCII encoder protocol</p>	<p>YES</p>	<p>The Octave has a high resolution 8 digit ASCII Encoder.</p>

Register measurement shall be to the 100 gallons or less.	YES	The Octave exceeds this requirement. We can provide the meters in the resolution you specify and also at a later date change it to a higher resolution if the utility requires it.
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Meter and registers shall be compatible with Itron ERT's.	YES	The Octave complies with this section.
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Compatible with AMR, AMI Systems and cellular network systems.	YES	The Octave complies with this section and can be installed in AMR, AMI, Cellular, LoRa, or just about any other system network that uses the UI1203 protocol.
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Absolute Encoder registers shall have a twenty- five (25) foot Itron quick connects for Itron ERT's (potted at factory).	YES	The Octave complies with this section.
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Serial numbers shall be stamped onto register lid as well as the meter body.	YES	The Octave complies with this section.
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Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	YES	The Octave complies with this section.
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Meters shall be maintenance free and contain no internal moving parts.	YES	The Octave complies with this section.
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The electronic register shall have a twenty (20) year battery life.	YES	The Octave complies with this section without the need to replace batteries or UMEs.
The maximum operating pressure of 175 psi.	YES	The Octave complies with this section.
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	YES	The Octave complies with this section of accuracy however to clarify, our warranty is for a period of 10 years, which matches the industry best warranty for any meter 3" and larger.
Ultrasonic meter operating ranges by sizes shall conform with the latest AWWA C700, C701 and C715 standards:		
3" = .75 to 500 US gpm	YES	The Octave complies with this section.
4" = 1.5 to 1,250 US gpm	NO	The Octave has a maximum flow rate capability of 1,000 GPM, which is over 25 ft per second.

6" = 2.0 to 2,000 US gpm	NO	The Octave has a maximum flow rate capability of 1,800 GPM, which is over 21 ft per second.
8" = 6.0 to 4,000 US gpm	NO	The Octave has a maximum flow rate capability of 2,800 GPM, which is over 17 ft per second.
10" = 10.0 to 6,500 US gpm	NO	The Octave has a maximum flow rate capability of 5,500 GPM, which is over 22 ft per second.
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	Master Meter will comply with this section and provide a flat file in the format the utility requires.

All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	YES	Master Meter exceeds C700 as well as C715 Type I and Type II meters.
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All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	YES	Product literature is provided with our submittal.
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For Ultrasonic type meters, lay lengths for each size shall be included in the bid.	YES	Master Meter will comply with lay length requirements.
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Annual quantities below are estimates only and may vary per year.		
3" Ultrasonic = 5	YES	Master Meter can meet these delivery requirements.
4" Ultrasonic = 5	YES	Master Meter can meet these delivery requirements.
6" Ultrasonic = 5	YES	Master Meter can meet these delivery requirements.
8" Ultrasonic = 5	YES	Master Meter can meet these delivery requirements.
10" Ultrasonic = 1	YES	Master Meter can meet these delivery requirements.

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services - Water Meters (Positive Displacement) Sizes: 3/4" through 2"</p>	<p align="center">COMPLY? YES OR NO</p>	<p align="center">COMMENTS</p>
<p>Meters shall be magnetic drive, sealed register, positive displacement type, nutating disk cold water meters and with an analog register.</p>		<p align="center">NO BID</p>
<p>Meters and registers shall be compatible with Itron ERT's.</p>		<p align="center">NO BID</p>
<p>Compatible with AMR, AMI Systems and cellular network systems.</p>		<p align="center">NO BID</p>
<p>Meters shall be lead-free bronze per NSF/ANSI 61 specifications.</p>		<p align="center">NO BID</p>
<p>Registers shall be direct/straight read mechanical registers with absolute encoder technology. Registers shall have nine (9) dials.</p>		<p align="center">NO BID</p>
<p>Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory).</p>		<p align="center">NO BID</p>
<p>Serial numbers shall be stamped onto the register lid as well as the meter body.</p>		<p align="center">NO BID</p>
<p>Meter size, model, registration, and date of manufacture shall be printed on the register face.</p>		<p align="center">NO BID</p>

Registers shall affix to the meter body with a tamper-proof mechanism.		NO BID
The meter measuring chamber shall be constructed of a non-corrosive synthetic polymer and shall not be cast as part of the meter main case.		NO BID
Bolts that attach the bottom plate to the meter case shall be stainless steel.		NO BID
Meters shall utilize nutating disk technology. The motion of the measuring disc shall be transmitted to the sealed register through the use of a magnetic drive assembly. The disc center pin as well as the magnetic drive assembly shaft shall be stainless steel.		NO BID
No polymer or composite bodies or meter threads will be accepted.		NO BID
Meters shall provide a maximum operating pressure of at least 150 psi.		NO BID
Meter operating ranges by size shall conform with the latest AWWA C700 standards.		NO BID
3/4" = 2 to 30 gpm		NO BID
1" = 3 to 50 gpm		NO BID
1 1/2" = 5 to 100 gpm		NO BID
2" = 8 to 160 gpm		NO BID

All meters shall be constructed with an internal corrosion-resistant strainer which is easily removed from the meter body.		NO BID
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Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.		NO BID
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All technical specification sheets and warranty documents for each meter shall be included in the final bid.		NO BID
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Lay lengths requirements for meters up to 2" are as follows:		NO BID
3/4" x 3/4" = 7 1/2"		NO BID
1" = 10 3/4"		NO BID
1 1/2" = 13"		NO BID
2" = 17"		NO BID
		NO BID

Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.		NO BID
3/4" x 3/4" = 1,200		NO BID
1" = 50		NO BID
1 1/2" = 50		NO BID
2" = 50		NO BID

No 5/8" x 3/4" meters are being requested.		
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Product Information

Please click on the following links to view product information on the Master Meter website.

Sonata Meter Product Sheet

<https://www.mastermeter.com/wp-content/uploads/Sonata-Ultrasonic-Meter-v0921.20.pdf>

Sonata Meter Specification

<https://www.mastermeter.com/wp-content/uploads/SONATA-SPECIFICATION-VERSION-2.18.p>

Sonata Meter Installation Guide

https://www.mastermeter.com/wp-content/uploads/Sonata-Installation-Guide_011923.pdf



Octave Ultrasonic Meter Product Sheet

<https://www.mastermeter.com/wp-content/uploads/Octave-Ultrasonic-Meter-Product-Sheet-v1202.20F.pdf>

Octave Ultrasonic Meter Specification

<https://www.mastermeter.com/wp-content/uploads/OCTAVE-SPECIFICATION-VERSION-2.18.pdf>

Octave Ultrasonic Meter Installation Guide

https://www.mastermeter.com/wp-content/uploads/Octave-Ultrasonic-Installation_Guide.pdf

Octave Ultrasonic Meter Certificate of Compliance

https://www.mastermeter.com/wp-content/uploads/Octave-Ultrasonic_FM-Approval-Certificate-of-Compliance.pdf





Aquaflow Solutions Inc

5156 West Olive Ave #464
 Glendale, AZ 85302
602-733-7777

BID PRICING

DATE	QUOTE #
10/10/2023	3512

NAME / ADDRESS
CITY OF FLAGSTAFF 211 W. Aspen Ave. City Hall, 2nd Floor, Mngmt Srvs Flagstaff, Arizona 86004

SHIP TO
CITY OF FLAGSTAFF 211 W. Aspen Ave. City Hall, 2nd Floor, Mngmt Srvs Flagstaff, Arizona 86004

		PROJECT NAME		
		CITY OF FLAGSTAFF WATER METERS		
QTY	U/M	DESCRIPTION	UNIT PRICE	TOTAL
1,200	ea	3/4" (7-1/2") SONATA METER BRASS FLOW TUBE W/ITRON CONNECTOR (ENCODER OUTPUT) #S113-A00-A03	178.8871	214,664.52T
50	ea	1" SONATA METER BRASS FLOW TUBE W/ITRONCONNECTOR (ENCODER OUTPUT) #S116-A00-A03	222.22	11,111.00T
50	ea	1.5"X13" OCTAVE METER-FF W/SS BODY & 3" EPOXY SPOOL PIECE W/ ENCODER MOD & ITRON CONNECTOR 5' # O316-M1-A03	955.06	47,753.00T
50	ea	2"X17" OCTAVE METER-FF W/SS BODY & 7" EPOXY SPOOL PIECE W/ENCODER MOD & ITRON CONNECTOR 25' # O301-M4-A04	983.15	49,157.50T
5	ea	3"X12" OCTAVE METER -FF W/SS BODY W/ ENCODER MOD & ITRON CONNECTOR 25' #O303-M1-A04	1,862.35	9,311.75T
5	ea	4"X14" OCTAVE METER-FF W/ENCODER MODULE & ITRON CONNECTOR 25' #O304-M1-A04	2,519.938	12,599.69T
5	ea	6"X18" OCTAVE METER-FF W/SS BODY W/ENCODER MOD & ITRON CONNECTOR 25' # O305-M1-A04	4,072.726	20,363.63T
5	ea	8"X20" OCTAVE METER FLOATING FLANGE W/SS BODY W/ENCODER MODULE & ITRON CONNECTOR 25' #O306-M1-A04	4,836.512	24,182.56T
1	ea	10"X18" OCTAVE METER EPOXY DUCTILE IRON BODY W/ ENCODER MOD & ITRON CONNECTOR 25' #O307-E1-A04	8,722.78	8,722.78T
			SUBTOTAL	\$397,866.43
			SALES TAX (6.3%)	\$25,065.59
			TOTAL	\$422,932.02
E-mail		info@aquafLOWaz.com		

EXHIBIT B

TERMS AND CONDITIONS (COMMODITIES)

(Last Updated December 20, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties."
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

INSPECTION, RECORDS, ADMINISTRATION

- 26. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
- 27. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 28. PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
- 29. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

- 30. GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 31. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 32. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 33. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 34. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 35. NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 36. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 37. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 38. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible

and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

39. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
40. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
41. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

42. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by written notice to defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
43. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
44. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

45. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
46. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
47. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
48. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
49. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
50. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

51. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
52. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
53. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be

sent by email as a secondary form of notice.

54. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
55. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
56. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
57. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
58. **FORCE MAJEURE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
59. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
60. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
61. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. § 35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

- 62. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

EXHIBIT C

INSURANCE REQUIREMENTS (COMMODITIES)

(Last Updated December 20, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option

may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CONTRACT FOR PURCHASE OF MATERIALS

Contract No. 2024-03

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Zenner USA, Inc., a Texas corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Bid Form and Fee Schedule: Contractor shall provide the materials described as:

Water Meters

and as more specifically described in the Bid Form and Fee Schedule, attached hereto as Exhibit A.

2. Compensation:

- A. Contractor shall be compensated for the materials provided as priced in the Bid Form and Fee Schedule attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

- B. There may be more than one (1) contractor selected to provide the materials that are the basis of this Contract. The budgeted amount for this purchase is the total the City will pay to all contractors combined.

- C. The City may review fully documented requests for price increases after the Contract has been in effect for one (1) year. The price increase shall be based upon a proven market increase in the price of the materials at the time of the request. The City Purchasing Director and the Water Services Section Director shall determine whether the requested price increase, or an alternative option, is in the best interest of the City.

- D. A formal written amendment to the Contract is required for any price increases above those agreed upon in the Bid Form and Fee Schedule attached hereto as Exhibit A.

- E. Any charges from unilateral price increases made by Contractor, without a formal written amendment, will be deducted from any payment to Contractor.

3. Terms and Conditions (Commodities): The City of Flagstaff Terms and Conditions (Commodities), attached hereto as Exhibit B, are incorporated by reference, and shall apply to performance of this Contract, except to the extent modified by Exhibit A.

4. Insurance (Commodities): Contractor shall meet the insurance requirements of the City, attached hereto as Exhibit C, are incorporated by reference.

5. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (Commodities), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties.

6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Patrick O'Connor
City of Flagstaff
Water Services Section Director – Field
Operations
5401 E Commerce Ave
Flagstaff, AZ 86004
poconnor@flagstaffaz.gov

To Contractor:

Bernard Nance
Manager of Marketing & Proposal Support
Zenner USA, Inc.
15280 Addison Road, Suite 240
Addison, Texas 75001
972-386-6611 x125 (ofc)
972-345-0465 (mobile)
bnance@zennerusa.com

With a copy to:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.Callan@flagstaffaz.gov

(The remainder of the page intentionally blank.)

8. 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.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

December 20, 2023 (commodities)

EXHIBIT A

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services - Water Meters (Ultrasonic - For residential installation. Ultrasonic water meters being used for residential fire service applications must be UL 327B Certified) Sizes: 3/4" through 2"</p>	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
<p>No 5/8" x 3/4" meters are requested.</p>	<p align="center">YES</p>	
<p>Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.</p>	<p align="center">YES</p>	
<p>Meters and registers shall be compatible with Itron ERT's.</p>	<p align="center">YES</p>	
<p>Compatible with AMR, AMI Systems and cellular network systems.</p>	<p align="center">YES</p>	
<p>Meters shall be lead-free bronze per AWWA C715 and NSF/ANSI 61, NSF/ANSI 372 specifications that became effective January 2014.</p>	<p align="center">YES</p>	
<p>Meter operating ranges by size below, shall be at a minimum:</p>	<p align="center">YES</p>	
<p>3/4" x 3/4" = 0.5 to 30 gpm</p>	<p align="center">YES</p>	
<p>1" = 0.75 to 50 gpm</p>	<p align="center">YES</p>	
<p>1 1/2" = 0.80 to 125 gpm</p>	<p align="center">YES</p>	
<p>2" = 1.5 to 160 gpm</p>	<p align="center">YES</p>	

	COMPLY YES OR NO	COMMENTS
Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	YES	
Non-removable from meter	YES	
Rate of flow (gpm)	YES	
Reverse-flow indicator or detection	YES	
Leak indicator or detection	YES	
High resolution ASCII encoder protocol	YES	
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	YES	
Serial numbers shall be stamped onto the register lid	YES	
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	YES	
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.	YES	
Meters shall be maintenance free and contain no internal moving parts.	YES	
The maximum operating pressure of 175 psi.	YES	
The electronic register shall have a twenty (20) year battery life.	NO	BATTERY WARRANTY IS 10 YEARS & UNIT HAS A REPLACEABLE BATTERY

	COMPLY YES OR NO	COMMENTS
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	NO	PROPOSED RESIDENTIAL ULTRASONIC METERS ARE WARRANTED TO MEET OR EXCEED AWWA NEW METER ACCURACY STANDARDS FOR A PERIOD OF FIFTEEN (15) YEARS FROM THE ORIGINAL DATE OF SHIPMENT.
No polymer or composite bodies or meter threads will be accepted.	YES	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	YES	
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	YES	
Lay length requirements for meter up to 2" are as follows:	YES	
3/4" x 3/4" = 7 1/2"	YES	
1" - 10 3/4"	YES	
1 1/2" = 13"	YES	
2" = 17"	YES	

	COMPLY YES OR NO	COMMENTS
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.	YES	
3/4" x 3/4" = 1,200	YES	
1" = 50	YES	
1 1/2" = 50	YES	
2" = 50	YES	

Manufacturers shall be a member of the AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States.	YES	
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<p style="text-align: center;">SPECIFICATIONS</p> <p>City of Flagstaff Water Services - Meters Meters for Commercial and Fire Service Applications) Sizes: 3" through 10"</p> <p style="text-align: right;">Water (Large</p>	<p style="text-align: center;">COMPLY YES OR NO</p>	<p style="text-align: center;">COMMENTS</p>
Requested meter sizes are: 3", 4", 6", 8" and 10"	YES	
Requested meter types are Turbine Type II, Compound, Ultrasonic and Fire Service.	YES	
Meters shall be lead-free bronze or of stainless steel construction per NSF/ANSI 61 specifications.	YES	
Registers shall be direct/straight read permanently sealed magnetic drive. Registers shall be waterproof and have a minimum of six odometer wheels for totalization display. Registers shall have a center sweep hand and low flow indicator.	YES	
Register measurement shall be to the 100 gallons or less.	YES	
Meter and registers shall be compatible with Itron ERT's.	YES	
Compatible with AMR, AMI Systems and cellular network systems.	YES	
Registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).	YES	
Serial numbers shall be stamped onto register lid as well as the meter body.	YES	

	COMPLY YES OR NO	COMMENTS
Meter size, model, registration, and date of manufacture shall be printed on the register face.	YES	
Registers must affix to the meter body with a tamper-proof mechanism.	YES	
All registers shall have a warranty for a minimum of five years from date of shipment from manufacturer.	YES	
All meters shall operate at a minimum of 150 psi.	YES	
Turbine type meters shall comply with AWWA C701 Class II standards. NSF/ANSI 372.	YES	
Turbine meter operating ranges by sizes shall conform with the latest AWWA C701 standards below:		
4" = 15 to 750 US gpm	YES	
6" = 30 to 1,600 US gpm	YES	
8" = 50 to 2,800 US gpm	YES	
10" = 75 to 4,200 US gpm	YES	
Turbine meter shall have a warranty to meet AWWA C701 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	YES	
Local registers on the nutating disk low flow meter shall have a warranty for at least one (1) year from date of shipment from the manufacturer.	YES	

	COMPLY YES OR NO	COMMENTS
Compound meter operating ranges by size shall conform with the latest AWWA C702 standards below:		
3" = 2 to 350 gpm	YES	
4" = 3 to 600 gpm	YES	
6" = 5 to 1,350 gpm	NO	ZENNER DOES NOT PRODUCE THIS METER
6" x 8" = 16 to 1,600 gpm	NO	ZENNER DOES NOT PRODUCE THIS METER
Compound meters shall have a warranty to meet AWWA C702 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	YES	
Local registers on the nutating disk bypass low flow meter shall have a warranty for at least five (5) years from date of shipment from the manufacturer.	YES	
Fire Service Assembly meters operating ranges by size shall conform with the latest AWWA C703 standards below:	NO	
4" = 4 to 700 US gpm	NO	
6" = 5 to 1,600 US gpm	NO	
8" = 8 to 2,800 gpm	NO	
10" = 8 to 4,400 US gpm	NO	
Fire Service Assemblies shall be able to operate at 175 psi.	NO	
Fire Service Assemblies shall be UL Certified.	NO	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	
Specifications sheets shall be provided for each meter type and size in final bid.	YES Type text here	

	COMPLY YES OR NO	COMMENTS
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For Turbine, Compound and Fire Service Assembly, Ultrasonic type meters, lay lengths for each size and type shall be included in the bid.	YES	
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Annual quantities below are estimates only and may vary per year.	YES	
3" Turbine = 5	YES	
3" Compound = 5	YES	
3" Ultrasonic = 5	YES	
4" Turbine = 5	YES	
4" Compound = 5	YES	
4" Ultrasonic = 5	YES	
4" Fire Service = 5	NO	
6" Turbine = 5	YES	
6" Compound = 5	YES	
6" Ultrasonic = 5	YES	
6" Fire Service = 5	NO	
8" Turbine = 5	YES	
8" Compound = 5	YES	
8" Ultrasonic = 5	YES	
8" Fire Service = 5	NO	
10" Turbine = 1	YES	
10" Compound = 1	YES	
10" Ultrasonic = 1	YES	
10" Fire Service = 1	NO	

<p align="center">SPECIFICATIONS</p> <p>City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications - <i>Ultrasonic</i>) Sizes: 3" through 10" Ultrasonic water meters being used for fire service applications must be UL 327B Certified)</p>	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
Requested meter sizes are: 3", 4", 6", 8" and 10"	YES	
Requested meter type is Ultrasonic.	YES	
Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.	YES	
The meter main case shall be cast from NSF/ANSI 61 certified lead free bronze alloy containing a minimum of 85% copper per NSF/ANSI 61 specifications.	NO	ZENNER OFFERS STAINLESS STEEL OR DUCTILE IRON
Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	YES	
The meter must have replaceable unitized measuring element (UME).	NO	
Rate of flow (gpm)	YES	
Reverse-flow indicator or detection	YES	
Leak indicator or detection	YES	
High resolution ASCII encoder protocol	YES	
Register measurement shall be to the 100 gallons or less.	YES	
Meter and registers shall be compatible with Itron ERT's.	YES	

	COMPLY YES OR NO	COMMENTS
Compatible with AMR, AMI Systems and cellular network systems.	YES	
Absolute Encoder registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).	YES	
Serial numbers shall be stamped onto register lid as well as the meter body.	YES	
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	YES	
Meters shall be maintenance free and contain no internal moving parts.	YES	
The electronic register shall have a twenty (20) year battery life.	NO	ZENNER OFFERS A 10 YEAR BATTERY
The maximum operating pressure of 175 psi.	YES	
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	YES	
Ultrasonic meter operating ranges by sizes shall conform with the latest AWWA C700, C701 and C715 standards:	YES	
3" = .75 to 500 US gpm	YES	
4" = 1.5 to 1,250 US gpm	NO	THIS IS NOT BASED ON C715 WHICH IS DIFFERENT
6" = 2.0 to 2,000 US gpm	NO	THIS IS NOT BASED ON C715 WHICH IS DIFFERENT
8" = 6.0 to 4,000 US gpm	NO	THIS IS NOT BASED ON C715 WHICH IS DIFFERENT
10" = 10.0 to 6,500 US gpm	NO	THIS IS NOT BASED ON C715 WHICH IS DIFFERENT

	COMPLY YES OR NO	COMMENTS
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	YES	
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	YES	
For Ultrasonic type meters, lay lengths for each size shall be included in the bid.	YES	
Annual quantities below are estimates only and may vary per year.		
3" Ultrasonic = 5	YES	
4" Ultrasonic = 5	YES	
6" Ultrasonic = 5	YES	
8" Ultrasonic = 5	YES	
10" Ultrasonic = 1	YES	

SPECIFICATIONS City of Flagstaff Water Services - Water Meters (Positive Displacement) Sizes: 3/4" through 2"	COMPLY YES OR NO	COMMENTS
Meters shall be magnetic drive, sealed register, positive displacement type, nutating disk cold water meters and with an analog register.	NO	ZENNER PD METERS ARE PISTON TYPE
Meters and registers shall be compatible with Itron ERT's.	YES	
Compatible with AMR, AMI Systems and cellular network systems.	YES	
Meters shall be lead-free bronze per NSF/ANSI 61 specifications.	YES	
Registers shall be direct/straight read mechanical registers with absolute encoder technology. Registers shall have nine (9) dials.	YES	
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	YES	
Serial numbers shall be stamped onto the register lid as well as the meter body.	YES	
Meter size, model, registration, and date of manufacture shall be printed on the register face.	YES	
Registers shall affix to the meter body with a tamper-proof mechanism.	YES	

	COMPLY YES OR NO	COMMENTS
The meter measuring chamber shall be constructed of a non-corrosive synthetic polymer and shall not be cast as part of the meter main case.	YES	
Bolts that attach the bottom plate to the meter case shall be stainless steel.	YES	
Meters shall utilize nutating disk technology. The motion of the measuring disc shall be transmitted to the sealed register through the use of a magnetic drive assembly. The disc center pin as well as the magnetic drive assembly shaft shall be stainless steel.	NO	ZENNER PD METERS ARE PISTON TYPE
No polymer or composite bodies or meter threads will be accepted.	YES	
Meters shall provide a maximum operating pressure of at least 150 psi.	YES	
Meter operating ranges by size shall conform with the latest AWWA C700 standards.	YES	
3/4" = 2 to 30 gpm	YES	
1" = 3 to 50 gpm	YES	
1 1/2" = 5 to 100 gpm	YES	
2" = 8 to 160 gpm	YES	
All meters shall be constructed with an internal corrosion-resistant strainer which is easily removed from the meter body.	YES	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	

	COMPLY YES OR NO	COMMENTS
All technical specification sheets and warranty documents for each meter shall be included in the final bid.	YES	
Lay lengths requirements for meters up to 2" are as follows:		
3/4" x 3/4" = 7 1/2"	YES	
1" = 10 3/4"	YES	
1 1/2" = 13"	YES	
2" = 17"	YES	
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.	YES	
3/4" x 3/4" = 1,200	YES	
1" = 50	YES	
1 1/2" = 50	YES	
2" = 50	YES	
No 5/8" x 3/4" meters are being requested.	YES	

City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Residential)

Water Meter Offered (Ultrasonic Residential):

3/4" x 3/4"	UNIT PRICE	\$ <u>122.95</u>
1"	UNIT PRICE	\$ <u>131.90</u>
1 1/2"	UNIT PRICE	\$ <u>229.14</u>
2"	UNIT PRICE	\$ <u>293.91</u>

Water Meter Offered (Ultrasonic Residential - Fire Service):

3/4" x 3/4" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>
1" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>

	UNIT PRICE	
1 1/2" Ultrasonic Residential - Fire Service		\$ <u>No Bid</u>

2" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>
---	-------------------	------------------

FREIGHT \$ Cannot provide freight on just unit price

TAX () % \$ Cannot provide tax on just unit price

TOTAL UNIT PRICE \$ 777.90

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ NONE

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges:

**(All charges must be included, no extra charges
will be considered at a later date.)**

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 45 Days

City of Flagstaff - Water Services - Water Meter Bid (Positive Displacement - PD)

Water Meter Offered (Positive Displacement - PD):

3/4" x 3/4" Positive Displacement - PD	UNIT PRICE	\$ <u>106.37</u>
1" Positive Displacement - PD	UNIT PRICE	\$ <u>155.20</u>
	UNIT PRICE	
1 1/2" Positive Displacement - PD		\$ <u>338.82</u>
2" Positive Displacement - PD	UNIT PRICE	\$ <u>455.49</u>
	FREIGHT	\$ <u>Cannot provide freight on just unit price</u>
	TAX () %	\$ <u>Cannot provide tax on just unit price</u>
	TOTAL UNIT PRICE	\$ <u>1,055.88</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0.00

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: NONE

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 45 Days

City of Flagstaff - Water Services - Water Meter Bid (Large Meters - Commercial)

Water Meter Offered (Large Meters - Commercial):

3" Turbine	UNIT PRICE	<u>\$ 528.96</u>
3" Compound	UNIT PRICE	<u>\$ 785.14</u>
4" Turbine	UNIT PRICE	<u>\$ 558.43</u>
4" Compound	UNIT PRICE	<u>\$ 894.39</u>
6" Turbine	UNIT PRICE	<u>\$ 855.19</u>
6" Compound	UNIT PRICE	<u>\$ NO BID</u>
8" Turbine	UNIT PRICE	<u>\$ 1255.85</u>
8" Compound	UNIT PRICE	<u>\$ NO BID</u>
10" Turbine	UNIT PRICE	<u>\$ 1659.17</u>
10" Compound	UNIT PRICE	<u>\$ NO BID</u>
	FREIGHT	<u>\$ Cannot provide freight on just unit price</u>
	TAX () %	<u>\$ Cannot provide tax on just unit price</u>
	TOTAL UNIT PRICE	<u>\$ 6,537.13</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0.00

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: None

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 45 Days

City of Flagstaff - Water Services - Water Meter Bid (Fire Service Assembly)

Water Meter Offered (Fire Service Assembly):

4" Fire Service Assembly	UNIT PRICE	\$ <u>NO BID</u>
6" Fire Service Assembly	UNIT PRICE	\$ <u>NO BID</u>
8" Fire Service Assembly	UNIT PRICE	\$ <u>NO BID</u>
10" Fire Service Assembly	UNIT PRICE	\$ <u>NO BID</u>
	FREIGHT	\$ <u>NO BID</u>
	TAX () %	\$ <u>NO BID</u>
	TOTAL UNIT PRICE	\$ _____

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ _____

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges:

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is _____ Days

City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Commercial)

Water Meter Offered (Ultrasonic - Commercial):

3" Ultrasonic - Commercial	UNIT PRICE	\$ <u>\$1,014.85</u>
4" Ultrasonic - Commercial	UNIT PRICE	\$ <u>1,116.97</u>
6" Ultrasonic - Commercial	UNIT PRICE	\$ <u>1,721.38</u>
8" Ultrasonic - Commercial	UNIT PRICE	\$ <u>2,237.86</u>
10" Ultrasonic - Commercial	UNIT PRICE	\$ <u>3,049.48</u>
	FREIGHT	\$ <u>Cannot provide freight on just unit price</u>
	TAX () %	\$ <u>Cannot provide tax on just unit price</u>
	TOTAL UNIT PRICE	\$ <u>9,140.27</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0.00

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: None

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 45 Days

ZENNER

All that counts.

CITY OF Flagstaff, Arizona



**INVITATION FOR BID (IFB)
“Water Meters – IFB # 2024-03”
RFB Due Date: October 11, 2023
Time: 12:00pm Arizona Time**

**Submitted by:
Zenner USA
Bernard Nance
Manager of Marketing & Proposal Support
15280 Addison Road, Suite 240
972-386-6611 ext. 125
Addison, Texas 75001**



Executive Summary

The City of Flagstaff Arizona has issued an Invitation to Bid for "Water Meters IFB # 2024-03. Zenner USA is pleased to respond to the above referenced requisition.

The Zenner/Minol group is a global company focused on meter production, meter reading and sub-metering products and services. Zenner/Minol serves customers in 100 countries and manufactures and assembles its products in manufacturing plants on 5 continents including our plant in Banning, California.

Operations began in the U.S. market by Minol more than 30 years ago deploying Zenner metering technology to serve the sub metering markets. Zenner manufacturing began operations in the U.S. in 2012 with the opening of our manufacturing plant in Banning California. Zenner is opening a second plant in the United States located in Huntsville TX which will begin production in November of this year.

Zenner, being the largest Water and Gas meter producer in the world with offices and affiliates in 100 countries and manufacturing plants on 5 continents manufactures its products to ISO9001, ISO14001 and ISO18001 certification standards. Established in 1903 with 5500 employees globally and focused on water and gas industry innovation only.

The Zenner supply chain is solid and throughout the supply chain issues others seem to incur Zenner had a constant flow of products to our customers. We have proposed three-meter technologies and options to meet your delivery schedule in this proposal.

The Zenner/Minol Group is a privately held, family-owned company bringing more than 120 years of innovation of metering technologies and consumption-based billing of gas, electric, and water to the industries served. As one of the leading utility billing providers, our global Minol team produces more than 22.4 million bills annually for over 100,000 clients.

Zenner produces almost every kind of metering technology needed by our customer base. We are the only manufacturer globally that designs and manufactures all metering technologies so we can apply the best technology based on an individual utilities water condition.

- Positive Displacement Meters
- Multi-Jet Meters
- Single-Jet Meters
- Residential Fire Service Meters
- Ultrasonic Meters
- High Pressure Meters (360PSI)
- Turbine Meters and Strainers
- Compound Meters
- Fire Hydrant Meters

Currently we delivery under contract meters to over 850 cities in the U.S. with many more buying meters from us without contracts.

Conclusion

Our goal is to meet /exceed all your expectations through a comprehensive approach to professional planning and operations, superior customer service, advanced equipment selection, highly developed quality assurance processes, and "Safety First" procedures. We believe that The City of Flagstaff would highly benefit by choosing our firm, and its team members, with the breadth of experience our team has to offer and the ability to satisfy the selection criteria outlined in your solicitation. We look forward to your favorable evaluation and to working with you on this project.



ZENNER
All that counts.

Your primary points of contact for this project are:

- Ron Gallon, VP Factory Operations, Zenner USA. Ron can be reached at 951-850-3135 or by email at rgallon@zennerusa.com.
- Rich Sanders, President, Zenner USA. Rich can be reached at 772-285-1035 or by email at rsanders@zennerusa.com.
- Bernard Nance, Manager of Marketing and Proposal Support, Zenner USA. Bernard can be reached at 972-345-0465 or by email at bnance@zennerusa.com.



ZENNER
All that counts.

Company information

Zenner USA, Inc.
15280 Addison Road, Suite 240
Addison Texas 75001
www.zennerusa.com

Phone number and fax number:

Office: 972-386-6611 x125; Fax: 972-386-1814

1. Corporate office: 15280 Addison Rd., Suite 240, Addison Texas 75001
Plant: 1910 E. Westward Rd., Banning, CA. 92220
2. State of Incorporation: California
3. Zenner Federal Tax ID Number- 45-4158416



REFERENCES

City of Banning
99 E. Ramsey
Perry Gerdes, Utility Superintendent
Email: pgerdes@ci.banningca.us
951-849-3273

City of Riverside
3900 Main Street
Casey Cates, Utility Water Supervisor
951-351-6365
Email: wcates@riversideca.gov

Liberty Water – Western and Central United States
9750 Washburn Road
Downey, California 90241
Piotr Pramowski, Manger Supply Chain
949-903-9777
Piotr.Pramowski@libertyutilities.com

Northwestern Water and Sewer
12560 Middleton Pike
Bowling Green, OH. 43402
Don Straub
Phone: 419-601-9540
dstraub@nwws.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ragland Strother & Lafitte, LLP 3811 Turtle Creek Blvd Suite 1950 Dallas TX 75219		CONTACT NAME: Debe Hyde, CIC CISR ACSR PHONE (A/C, No, Ext): (214) 443-1412 E-MAIL ADDRESS: dhyde@rslins.com FAX (A/C, No):	
INSURED Zenner USA, Inc. 15280 Addison Road Suite # 100 Addison TX 75001		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. NAIC # 25658 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: Travelers Casualty and Surety Company 19038 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23/24 Liability

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y-630-8M620423-TIA-23	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-8M624182-23-14-G	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-8S679639-23-NF	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-4P826923-23-14-G	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes blanket automatic Additional Insured, blanket automatic waiver of subrogation and blanket Primary/Non-Contributory endorsement that provides Additional Insured and Primary/Non-Contributory status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Auto Liability policy includes a blanket automatic additional insured endorsement and blanket waiver of subrogation endorsement that provides additional insured and waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Workers' Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. 30 Day Blanket Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Ragland Strother & Lafitte, LLP		NAMED INSURED Zenner USA, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Remarks

between the named insured and the certificate holder that requires such status. 30 Day Blanket Notice of Cancellation applies.

ZENNER Stealth Ultrasonic Residential Meters

Model: ZSUR

Sizes 5/8", 3/4", 1", 1-1/2" and 2"

INTRODUCTION: ZENNER Ultrasonic Residential Meters are designed for applications where high accuracy, long life and a dynamic flow range is desired. The highly advanced, all-digital technology achieves precise measurement without any moving parts, ensuring optimum revenue without compromised performance over time. These meters are used for the measurement of both potable and non-potable clean water in commercial and industrial settings and are capable of bi-directional flow measurement. The meter design has minimal head loss, decreasing pressure complaints from customers and reducing pumping costs for the utility. An industry leading sampling rate of 4 times per second, ensures you are picking up flow changes as they occur making the ZENNER Ultrasonic Residential Meter the most accurate ultrasonic meter in the industry.



ZSUR03

OPERATION: ZENNER Ultrasonic Residential Meters use solid state, sound measuring technology to measure instantaneous flow and calculate cumulative flow volume. The LCD display has two rows. The first row shows total volume, where it is factory programmed for US Gallons, Cubic Feet or Cubic Meters. The second row displays additional information such as rate of flow, flow direction, remaining battery life, leak alarms, empty pipe alerts, etc. These meters are capable of ultra precise leak registration with low flow sensitivity as low as .03 GPM.

CONSTRUCTION: ZENNER Ultrasonic Residential Meters consist of three basic components: The tube, electronics & display package, and two transducers. The tube is made of lead free bronze.

COMMUNICATION: ZENNER Ultrasonic Residential Meters have a universal communication protocol package capable of producing outputs compatible for use with Encoded systems. These meters are designed to be connected to any existing AMR/AMI system.

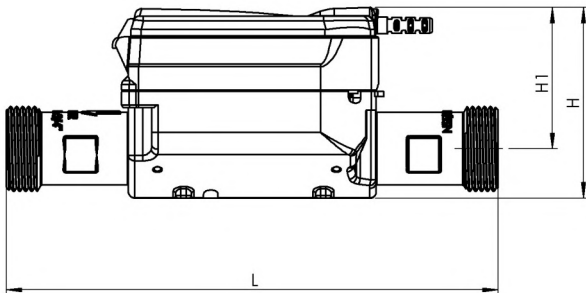
MAINTENANCE: ZENNER Ultrasonic Residential Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. There are no moving parts to service. The battery pack has a standard life-time of up to 12 years and is designed for easy user replacement. It does not require a return to a ZENNER facility for replacement.

CONFORMANCE: ZENNER Ultrasonic Residential Meters are tested and comply with AWWA Standards C715 and C750. These Meters comply with the lead free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

INSTALLATION: ZENNER Ultrasonic Residential Meters are designed to fit the same laying length as most standard multi-jet and positive displacement meters. With no moving parts to damage, these meters can be used safely and accurately with or without a strainer. These meters are submersible and exceed IP68 standards. These meters can be installed in any position, including horizontal and vertical.

CONNECTIONS: These meters have been designed with ease of installation in mind through the use of built-in wrench pads on meter sizes 5/8" through 1". Tailpiece/Unions for installations of meters are available as an option for various pipe types, sizes, and misaligned pipes.

MODEL		ZSUR01	ZSUR02	ZSUR03	ZSUR04	ZSUR07	ZSUR09	ZSUR12
SIZE		5/8 x 1/2	5/8 x 3/4	3/4" Short	3/4 x 3/4	1"	1-1/2" Flanged	2" Flanged
Maximum continuous	USGPM	25	35	35	35	55	120	175
High flow rate	USGPM	25	35	35	35	55	120	175
Low flow rate	USGPM	.06	.06	.06	.06	.12	.15	.25
Start-up flow rate	USGPM	.03	.03	.03	.03	.06	.07	.12
Maximum working pressure	P.S.I.	225	225	225	225	225	225	225
Pressure loss at the high flow rate	P.S.I.	18	10	10	10	7	3	5
Operating temperature limits	Deg. F	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122
Length	Inches	7 1/2	7 1/2	7 1/2	9	10 3/4	13	17
Height (H1)	Inches	2 3/16	2 3/16	2 3/16	2 3/16	2 1/4	2 1/2	2 1/2
Height (H)	Inches	2 15/16	2 15/16	2 15/16	2 15/16	3 1/16	4 1/8	4 1/2
Width	Inches	3 9/16	3 9/16	3 9/16	3 9/16	4 1/4	5 1/2	6
Weight	Pounds	1.6	1.8	1.8	2.2	2.6	9	11



ZSUR07



ZSUR09

ZENNER USA

Warranty for ZENNER Stealth Residential Ultrasonic Water Meters

This warranty shall apply to ZENNER Stealth Ultrasonic Water Meters, model ZSUR (Collectively the "Water Meters") used to measure potable and non-potable water and the electronics, display, and transducers (collectively the "Components"), along with the Batteries provided by ZENNER USA ("ZENNER"), used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after March 20, 2020. This warranty is extended only to municipalities, utilities, other commercial users and ZENNER distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable and non-potable systems, ZENNER warrants its Water Meters, Components thereto, and Batteries free from defects in materials and workmanship, occurring within the following time periods:

- Water Meters: Fifteen (15) years from the original date of shipment.
- Components: Fifteen (15) years from the original date of shipment.
- Batteries: Ten (10) years from the original date of shipment.

AWWA METER ACCURACY

ZENNER's 5/8" to 1.5" Residential Ultrasonic Meters are warranted to meet or exceed AWWA new meter accuracy standards for a period of Fifteen (15) years from the original date of shipment.

WATER METER OR COMPONENT RETURNS

ZENNER's liability hereunder is expressly limited to the repair or replacement of the Water Meter, Components thereto, and Batteries at ZENNER's option, upon the Customer's return of the Water Meter, Components thereto, and Batteries. The Customer must ship Water Meter, Components thereto, and Batteries, prepaid F.O.B., to the service center designated by ZENNER. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter, Components thereto, and Batteries and reinstalling the repaired or replacement Water Meter, Components thereto, and Batteries. The returned Water Meter, Components thereto, and Batteries become the property of ZENNER.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter, Components thereto, and Batteries are repaired or altered by any party other than ZENNER. This warranty is applicable only to the extent that the Water Meter, Components thereto, and Batteries are installed, serviced and operated in accordance with ZENNER's specifications provided at the time of purchase of Water Meter, Components thereto, and Batteries. This warranty shall not apply to any Water Meter, Components thereto, or Batteries damaged by, or subject to, conditions which in ZENNER's opinion have caused an adverse effect upon the Water Meter, Components thereto, and Batteries ability to perform, including, but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond ZENNER's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter, Components thereto, and Batteries.

Any description of the Water Meter, Components thereto, and Batteries, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by ZENNER or ZENNER's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by ZENNER or ZENNER's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER, COMPONENTS THERETO, AND BATTERIES DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS OR BATTERIES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL ZENNER BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, ZENNER reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

ZENNER Displacement Type Magnetic Drive Cold Water Meters

Model PPD

Sizes: 5/8", 3/4", 1", 1-1/2", 2"

U.S.A. Patent US D472,835 S



INTRODUCTION: ZENNER PPD Water Meters utilize a magnetically driven, positive displacement, oscillating piston design. It is designed to measure clean potable water where flow is in one direction only in residential, commercial and industrial settings.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it drives the piston. The hydro dynamically balanced piston oscillates around a control roller, guided by a division plate. A drive magnet transmits the motion of the piston to a driven magnet located within the hermetically sealed register. The magnet is connected to a gear train which translates the piston oscillations into volume totalization displayed on the register dial face.

CONSTRUCTION: ZENNER PPD Water Meters consist of three basic components: main case, measuring chamber and a sealed register. The main cases are constructed using C89833 Brass Alloy. Measuring Chambers are constructed of a durable synthetic polymer. Bottom plates (for meter sizes 5/8" thru 1") are available in Bronze, Cast Iron or synthetic polymer. Registers are available as either direct read or electronic output.

MAINTENANCE: ZENNER PPD Water Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. The precise simple design allows for part interchangeability which reduces parts inventory. The register housing may be removed without affecting water pressure or removal of the main case.

REGISTRATION: ZENNER PPD Water Meters utilize a magnetically driven, hermetically sealed design. The sealed design eliminates dirt, moisture infiltration, and prevents fogging. The register includes a large odometer-type totalization display, center sweep hand (360°) test circle and low flow leak detection. All ZENNER Meters have electronic output capabilities for easy conversion to Automated Meter Reading. 5/8" through 1" capacities are: 10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 Cubic Meters, 6 odometer wheels. 1 1/2" and 2" registration capacities are: 100,000,000 Gallons, 10,000,000 Cubic Feet, 1,000,000 Cubic Meters, 6 odometer wheels.

CONFORMANCE: ZENNER PPD Water Meters are tested and comply with AWWA C700 and ISO 4064 performance standards. These Meters comply with the lead-free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

TAMPERPROOF FEATURES: Customer removal of the register to obtain free water is prevented through the use of a locking device that requires a special tool, only available to water utilities.

CONNECTIONS: These meters have been designed with ease of installation in mind through the use of built-in wrench pads on meter sizes 5/8" through 1". Tailpiece/Unions for installations of meters are available as an option for various pipe types, sizes and misaligned pipes. The 1-1/2" PPD09 and 2" PPD12 flanged meters are available with an optional 1" test port.

DISCLOSURE: Displacement meters are not recommended for use with fire suppression systems. (See AWWA Standard C700)

MODEL		PPD01	PPD02	PPD03	PPD04	PPD05	PPD07
SIZE		5/8 x 1/2	5/8 x 3/4	3/4" Short	3/4 x 3/4	3/4 x 1	1"
High Flow Rate	USGPM	20	20	30	30	30	50
Continuous Flow	USGPM	10	10	15	15	15	25
Starting Flow	USGPM	3/64	3/64	5/64	5/64	5/64	5/64
Normal Flow	USGPM	1 - 20	1 - 20	2 - 30	2 - 30	2 - 30	3 - 50
Low Flow	USGPM	1/8	1/8	1/2	1/2	1/2	3/4
Extreme High Flow (Intermittent)	USGPM	25	28	35	35	35	65
Maximum Working Pressure	P.S.I.	150	150	150	150	150	150
Maximum Temperature	Deg. F	122	122	122	122	122	122
Length	Inches	7 1/2	7 1/2	7 1/2	9	9	10 3/4
Length with Couplings	Inches	12 1/2	12 1/2	12 1/2	14 1/2	14 1/2	16 1/2
Height	Inches	4 3/4	4 3/4	5 1/2	5 1/2	5 1/2	7
Weight	Pounds	5	5	7	7.2	7.2	13

MODEL		PPD08	PPD09	PPD09**T	PPD11	PPD12	PPD12**T
SIZE		1-1/2" Female Threads	1-1/2" Flanged	1-1/2" Flanged w/ Test Port	2" Female Threads	2" Flanged	2" Flanged w/ Test Port
High Flow Rate	USGPM	100	100	100	160	160	160
Continuous Flow	USGPM	50	50	50	80	80	80
Starting Flow	USGPM	1/2	1/2	1/2	3/4	3/4	3/4
Normal Flow	USGPM	5-100	5-100	5-100	8-160	8-160	8-160
Low Flow	USGPM	1 1/2	1 1/2	1 1/2	2	2	2
Extreme High Flow (Intermittent)	USGPM	120	120	120	170	170	170
Maximum Working Pressure	P.S.I.	150	150	150	150	150	150
Maximum Temperature	Deg. F	122	122	122	122	122	122
Length	Inches	12 5/8	13	13	15 1/4	17	17
Length with Couplings	Inches	-	-	-	-	-	-
Height	Inches	7 3/4	7 3/4	7 3/4	8	8	8
Weight	Pounds	25	26	26	31	35	35

ZENNER USA

Warranty for Multi-jet and Positive Displacement Water Meters

This warranty shall apply to ZENNER USA Multi-Jet and Positive Displacement Water Meters models PMN, PPD, PMF and PMFP (collectively the "Water Meters") used to measure potable water and the registers. This warranty shall be effective for all Water Meters shipped on or after January 2, 2012. This warranty is only extended to municipalities, utilities, other commercial users and ZENNER USA distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter, Zenner USA warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

- **Non-Remote Register:** Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

AWWA METER ACCURACY

ZENNER USA warrants that in normal, potable water systems, its Water Meters will meet or exceed AWWA new meter accuracy standards for within the following timeframes:

- 5/8" Water Meters: Fifteen (15) years from date of sale or 1,500,000 gallons, whichever occurs first;
- 3/4" Water Meters: Fifteen (15) years from date of sale or 2,250,000 gallons, whichever occurs first;
- 1" Water Meters: Fifteen (15) years from date of sale or 3,000,000 gallons, whichever occurs first;
- 1-1/2" Water Meters: Ten (10) years from the date of sale or 6,000,000 gallons, whichever occurs first;
- 2" Water Meters: Ten (10) years from the date of sale or 8,000,000 gallons, whichever occurs first.

WATER METER OR COMPONENT RETURNS

Zenner USA's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner USA's sole discretion, upon the Customer's return of the Water Meter or Components thereto. The Customer must ship the Water Meter or Components thereto prepaid F.O.B. to the service center designated by Zenner USA. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter or Components thereto and reinstalling the repaired or replacement Water Meter or Components thereto. The replaced Water Meter or Components thereto become the property of Zenner USA.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner USA. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner USA's specifications provided at the time of purchase of Water Meter or Components. This warranty shall not apply to any Water Meter or Components damaged by, or subject to, conditions which in Zenner USA's opinion have caused an adverse effect upon the Water Meter and Components ability to perform, including but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond Zenner USA's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

Any description of the Water Meter or Components, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by Zenner USA or Zenner USA's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by Zenner or Zenner's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER USA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER OR COMPONENTS DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER USA MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL ZENNER USA BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, Zenner USA reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

ZENNER Cast Iron Turbine Meters

Models: ZTM and ZTML

Sizes 2" through 12"

INTRODUCTION: ZENNER Cast Iron Turbine Meters are designed for applications where flows are usually moderate to high and occasionally low. They are used in measurement of potable cold water in commercial and industrial services where flows are in one direction.

OPERATION: Water flows through the turbine section which causes the rotor to turn proportionately to the quantity of water flowing through the meter. A drive magnet transmits the motion of the rotor to a driven magnet located within the hermetically sealed register. The magnet is connected to a gear train which translates the rotations into volume totalization displayed on the register dial face. The only moving parts in the meter are the rotor assembly and vertical shaft.

CONSTRUCTION: ZENNER Cast Iron Turbine Meters consist of four basic components: The main housing, cover plate, measuring element, and sealed register. The main housing and cover plate are made of epoxy coated ductile cast iron with round flanges, except for the 2" ZTML02 meter which has oval flanges. The measuring element assembly includes the rotor assembly, vertical shaft and a calibration vane which eliminates the need for calibration change gears.

MAINTENANCE: ZENNER Cast Iron Turbine Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. If necessary the unitized measuring element (UME) can be removed from the main case for maintenance. Interchangeability of certain parts between like sized meters minimizes spare parts inventory. A built-in test port on the ZTML Models makes it possible to field test installed meters.

CONFORMANCE: ZENNER Cast Iron Turbine Meters are tested and comply with AWWA C701 Class II performance standards. These Meters comply with the lead-free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

STRAINERS: ZENNER recommends the use of a separate strainer upstream from the turbine meter. Strainers reduce the chance of damage to the rotor as well as the frequency in which it must be removed for inspection. The lack of a strainer may void the warranty of the turbine meter.

CONNECTIONS: Companion flanges for installation of meters on various pipe types and sizes are available in bronze or cast iron.



ZTM03



ZTML03

ZENNER USA

15280 Addison Rd #240, Addison, TX 75001
Phone (972) 386-6611, Fax (972) 386-1814
www.zennerusa.com

MODEL		ZTM02	ZTM03	ZTM04	ZTM06	ZTM08	ZTM10	ZTM12
SIZE		2"	3"	4"	6"	8"	10"	12"
Flow rate maximum intermittent	USGPM	400	550	1250	2500	4500	7000	8800
Maximum continuous	USGPM	200	450	1000	2000	3500	5500	6200
Optimum operating flow range	USGPM	3 - 200	5 - 550	10 - 1250	20 - 2500	30 - 4500	50 - 7000	90 - 8800
Low flow rate	USGPM	2	2-1/2	5	12	20	45	65
Start-up flow rate	USGPM	7/8	1-1/8	1-3/8	7-1/2	8	15	15
Maximum Working Pressure	P.S.I.	150	150	150	150	150	150	150
Maximum Temperature	Deg. F	150	150	150	150	150	150	150
Length	Inches	7-7/8	8-7/8	9-7/8	11-7/8	13-3/4	17-3/4	19-5/8
Height	Inches	8	9	10	12	14	15-3/4	18-3/4
Width	Inches	6	7-1/2	9	11	13-1/2	16	19
Weight	Pounds	20	33	42	58	110	172	230
Number of holes per flange		4	4	8	8	8	12	12

MODEL		ZTML02	ZTML03	ZTML04	ZTML06	ZTML08		
SIZE		2"	3"	4"	6"	8"		
Flow rate maximum intermittent	USGPM	400	550	1250	2500	4500		
Maximum continuous	USGPM	200	450	1000	2000	3500		
Optimum operating flow range	USGPM	3 - 200	5 - 550	10 - 1250	20 - 2500	30 - 4500		
Low flow rate	USGPM	2	2-1/2	5	12	20		
Start-up flow rate	USGPM	7/8	1-1/8	1-3/8	7-1/2	8		
Maximum Working Pressure	P.S.I.	150	150	150	150	150		
Maximum Temperature	Deg. F	150	150	150	150	150		
Length	Inches	10	12	14	18	20		
Height	Inches	8	9	10	12	14		
Width	Inches	6	7-1/2	9	11	13-1/2		
Weight	Pounds	17	33	49	89	122		
Number of holes per flange		2	4	8	8	8		

NOTE: Model ZTML Turbine Meters have a built-in test port. Model ZTML02 has a test port with 1" NPT Threads. Models ZTML03, ZTML04, ZTML06 and ZTML08 have a test port with 2" NTP Threads.

Zenner USA Warranty for Bronze and Cast Iron Turbine Water Meters

This warranty shall apply to Zenner Bronze and Cast Iron Turbine Water Meters, models PMT, PMTB, ZTM and ZTMB (collectively the "Water Meters") used to measure potable water and the registers, generators and ETR encoders (collectively the "Components") used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after January 2, 2012. This warranty is extended only to municipalities, utilities, other commercial users and Zenner USA distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter, Zenner USA warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

- **Non-Remote Register:** Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.
- **ETR® Encoders Supplied with the Water Meters Described Herein:** Ten (10) years from date of installation or ten (10) years and six (6) months from shipment.

AWWA METER ACCURACY

Zenner USA's 1-1/2" to 8" bronze body and 2" to 20" cast iron turbine Water Meters are warranted to meet or exceed AWWA new meter accuracy standards and to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment..

Water Meter or Component Returns

Zenner USA's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner USA's option, upon the Customer's return of the meter and the components thereto. The Customer must ship the meter and components thereto prepaid F.O.B. to the service center designated by Zenner USA. The Customer is responsible for all direct and indirect costs associated with removing the meter and the components thereto and reinstalling the repaired or replacement meter or components. The replaced meter and components thereto become the property of Zenner USA.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner USA. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner USA's specifications provided at the time of purchase of Water Meter or Components. This warranty shall not apply to any Water Meter or Components damaged by, or subject to, conditions which in Zenner USA's opinion have caused an adverse effect upon the Water Meter and Components ability to perform, including but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond Zenner USA's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

Any description of the Water Meter or Components, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by Zenner USA or Zenner USA's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by Zenner or Zenner's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER USA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER OR COMPONENTS DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER USA MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL ZENNER USA BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, Zenner USA reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

ZENNER Single Body Compound Meters

Model: ZCS

Sizes 2", 3" and 4"

INTRODUCTION: ZENNER ZCS Compound Meters are designed for applications where flows are usually medium and high but can occasionally be low. They are for use in measurement of potable cold water in commercial and industrial services where flows are in one direction.

OPERATION: ZENNER ZCS Compound Meters combine a turbine type meter for the main flow and a proportionately sized volumetric cartridge type meter for the low flow in one unitized assembly. A change over valve controls the flow of water through the appropriate measuring device. Before the valve opens, all water flows through the low flow meter. As pressure rises the valve opens, allowing water to flow through both meters. Movement of the measuring elements are transmitted to drive magnets, which transmit the motion to driven magnets located within hermetically sealed registers. The magnets are connected to gear trains, which translate the rotations into volume totalization displayed on the register dial faces.

CONSTRUCTION: ZENNER ZCS Compound Meters consist of a main case, strainer assembly and a unitized measuring element assembly. The main case and cover are made from epoxy coated cast iron. The unitized measuring element assembly consists of a cover plate, a turbine measuring element, a volumetric cartridge type measuring chamber, a check valve assembly and two sealed registers with shrouds. The strainer assembly includes a brass cover and a Z type stainless steel strainer.

MAINTENANCE: ZENNER ZCS Compound Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. If necessary the unitized measuring element assembly (UME) can be removed from the main case for maintenance. The same UME is used for the 2", 3" and 4" SB Compound meters minimizing the need for a large spare parts inventory. The strainer assembly can be easily removed for cleaning by removing the eight strainer cover bolts.

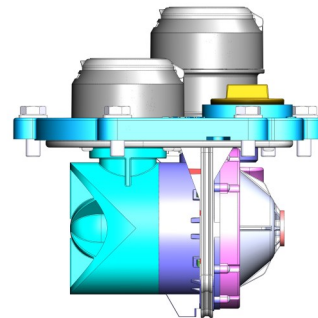
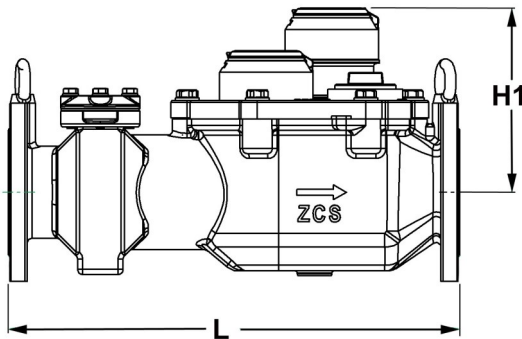
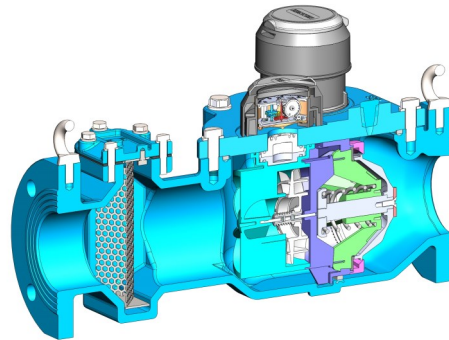
CONFORMANCE: ZENNER ZCS Compound Meters are tested and comply with AWWA C702 performance standards. These Meters comply with the lead-free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

CONNECTIONS: Companion flanges for installation of meters on various pipe types and sizes are available in bronze or cast iron.



ZCS02

MODEL		ZCS02	ZCS03	ZCS04	ZCS06	ZCS08
SIZE		2"	3"	4"	6"	8"
Maximum continuous (Q3)	USGPM	175	275	440	Available soon	Available soon
High flow rate	USGPM	220	350	600		
Low flow rate	USGPM	.25	.25	.25		
Start-up flow rate	USGPM	.125	.125	.125		
Maximum working pressure	P.S.I.	150	150	150		
Maximum temperature	Deg. F	122	122	122		
Length (L)	Inches	17	18	21		
Height (h1)	Inches	7 1/2	7 1/2	7 1/2		
Width	Inches	10 1/4	10 1/4	10 1/4		
Weight	Pounds	62	68	80		
Number of holes per flange		2	4	8		





Zenner Performance Meters, Inc. Warranty for Bronze and Cast Iron Compound Water Meters

This warranty shall apply to Performance Bronze and Cast Iron Compound Water Meters, models PMCB, PFS, PMC, ZCS (collectively the "Water Meters") used to measure potable water and the registers, generators and ERT encoders (collectively the "Components") used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after January 1, 2008. This warranty is extended only to municipalities, utilities, other commercial users and Zenner Performance Meters, Inc. ("Zenner Performance") distributors, hereinafter referred to as "Customers".

Materials and Workmanship

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter. Zenner Performance warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

Non-Remote Register

Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

ETR® Encoders Supplied with the Water Meters Described Herein

Ten (10) years from date of installation or ten (10) years and six (6) months from shipment.

AWWA Meter Accuracy

Zenner Performance 2" to 6" bronze housing Compound Water Meters and 3" to 8" cast iron housing Compound Water Meters are warranted to meet or exceed AWWA new meter accuracy standards and to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment.

Water Meter or Component Returns

Zenner Performance's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner Performance's option, upon the Customer's return of the meter and the components thereto. The Customer must ship the meter and components thereto prepaid F.O.B. to the service center designated by Zenner Performance. The Customer is responsible for all direct and indirect costs associated with removing the meter and the components thereto and reinstalling the repaired or replacement meter or components. The replaced meter and components thereto become the property of Zenner Performance.

Liability Limits

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner Performance. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner Performance's instructions. This warranty shall not apply to any meter or component damaged by, or subject to, conditions which in Zenner Performance's opinion have caused an adverse effect upon the meter's or component's ability to perform, including but not limited to: improper or unauthorized installation, service, or modifications, excessive operating conditions, vandalism, acts of God or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

Any advertisements or suggestions made by Zenner Performance or Zenner Performance's agents relating to use, application, or suitability of the Water Meters or Components thereto shall not be construed as an express warranty unless confirmed in writing by Zenner Performance.

Exclusion of Consequential Damages and Disclaimer of Other Liability. Zenner Performance's liability shall in no event exceed the contract price. Zenner Performance shall not be subject to and disclaims: **(1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY SERVICES RENDERED BY ZENNER PERFORMANCE, OR ANY UNDERTAKINGS, ACTS, OR OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.**

Due to continuous research, evolving technology, updates and improvements, Zenner reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

ZENNER USA

15280 Addison Rd. Suite 340, Addison, Texas 75001 (888) 766-1253, Fax (972) 386-1814

www.zennerusa.com

ZENNER Stealth Ultrasonic Meters

Model: ZSU

Sizes 2" through 12"

INTRODUCTION: ZENNER Ultrasonic Meters are designed for applications where high accuracy, long life and a dynamic flow range is desired. The highly advanced, all-digital technology achieves precise measurement without any moving parts, ensuring optimum revenue without compromised performance over time. These meters are used for the measurement of both potable and non-potable clean water in commercial and industrial settings and are capable of bi-directional flow measurement. The meter design has minimal head loss, decreasing pressure complaints from customers and reducing pumping costs for the utility. An industry leading sampling rate of 8 times per second, ensures you are picking up flow changes as they occur making the ZENNER Ultrasonic Meter the most accurate commercial ultrasonic meter in the industry.

OPERATION: ZENNER Ultrasonic Meters use solid state, sound measuring technology to measure instantaneous flow and calculate cumulative flow volume. The LCD display has two rows. The first row shows total volume, where it is factory programmed for US Gallons, Cubic Feet or Cubic Meters. The second row displays additional information such as rate of flow, flow direction, remaining battery life, leak alarms, empty pipe alerts, etc. These meters are capable of ultra precise leak registration with low flow sensitivity as low as .12 GPM.

CONSTRUCTION: ZENNER Ultrasonic Meters consist of three basic components: The main housing, electronics & display package, and four transducers. The main housing is made of epoxy coated ductile iron.

COMMUNICATION: ZENNER Ultrasonic Meters have a universal communication protocol package capable of producing outputs compatible for use with Encoded systems. These meters are designed to be connected to any existing AMR/AMI system.

MAINTENANCE: ZENNER Ultrasonic Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. There are no moving parts to service. The battery pack has a standard life-time of up to 12 years and is replaceable.

CONFORMANCE: ZENNER Ultrasonic Meters are tested and comply with AWWA Standards C715 and C750. These Meters comply with the lead free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

INSTALLATION: ZENNER Ultrasonic Meters are designed to fit the same laying length as most standard turbine meters. With no moving parts to damage, these meters can be used safely and accurately with or without a strainer. These meters are submersible and exceed IP68 standards. These meters can be installed in any position, including horizontal and vertical.



MODEL		ZSU02	ZSU03	ZSU04	ZSU06	ZSU08	ZSU10	ZSU12
SIZE		2"	3"	4"	6"	8"	10"	12"
Maximum continuous	USGPM	230	530	910	2,300	2,800	6,000	9,600
High flow rate	USGPM	230	530	910	2,300	2,800	6,000	9,600
Low flow rate	USGPM	.25	.50	.75	2.25	3.5	5.5	9
Start-up flow rate	USGPM	.12	.25	.44	1.12	1.75	2.75	4.50
Maximum working pressure	P.S.I.	225	225	225	225	225	225	225
Pressure loss at the high flow rate	P.S.I.	4.9	1.9	1.9	1.0	1.0		
Operating temperature limits	Deg. F	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122
Length	Inches	10	12	14	18	20	17 3/4	19 11/16
Height	Inches	5 5/8	7 1/2	8 3/4	10 5/8	12 5/8	15 3/16	18 1/8
Width	Inches	6	7 1/2	9	11	13 1/2	16	19
Weight	Pounds	18	36	48	61	94	116	170
Number of holes per flange		2	4	8	8	8	12	12



ZSU02



ZSU04



ZSU06

ZENNER USA Warranty for ZENNER Stealth Ultrasonic Water Meters

This warranty shall apply to ZENNER Stealth Ultrasonic Water Meters, model ZSU (Collectively the "Water Meters") used to measure potable and non-potable water and the electronics, display, and transducers (collectively the "Components"), along with the Batteries provided by ZENNER USA ("ZENNER"), used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after October 10, 2018. This warranty is extended only to municipalities, utilities, other commercial users and ZENNER distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable and non-potable systems, ZENNER warrants its Water Meters, Components thereto, and Batteries free from defects in materials and workmanship, occurring within the following time periods:

- Water Meters: Two (2) years from the original date of shipment.
- Components: Two (2) years from the original date of shipment.
- Batteries: Ten (10) years from the original date of shipment.

AWWA METER ACCURACY

ZENNER's 2" to 8" Ultrasonic Meters are warranted to meet or exceed AWWA new meter accuracy standards for a period of two (2) years from the original date of shipment.

WATER METER OR COMPONENT RETURNS

ZENNER's liability hereunder is expressly limited to the repair or replacement of the Water Meter, Components thereto, and Batteries at ZENNER's option, upon the Customer's return of the Water Meter, Components thereto, and Batteries. The Customer must ship Water Meter, Components thereto, and Batteries, prepaid F.O.B., to the service center designated by ZENNER. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter, Components thereto, and Batteries and reinstalling the repaired or replacement Water Meter, Components thereto, and Batteries. The returned Water Meter, Components thereto, and Batteries become the property of ZENNER.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter, Components thereto, and Batteries are repaired or altered by any party other than ZENNER. This warranty is applicable only to the extent that the Water Meter, Components thereto, and Batteries are installed, serviced and operated in accordance with ZENNER's specifications provided at the time of purchase of Water Meter, Components thereto, and Batteries. This warranty shall not apply to any Water Meter, Components thereto, or Batteries damaged by, or subject to, conditions which in ZENNER's opinion have caused an adverse effect upon the Water Meter, Components thereto, and Batteries ability to perform, including, but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond ZENNER's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter, Components thereto, and Batteries.

Any description of the Water Meter, Components thereto, and Batteries, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by ZENNER or ZENNER's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by ZENNER or ZENNER's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER, COMPONENTS THERETO, AND BATTERIES DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS OR BATTERIES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL ZENNER BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, ZENNER reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

EXHIBIT B

TERMS AND CONDITIONS (COMMODITIES)

(Last Updated December 20, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties."
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

INSPECTION, RECORDS, ADMINISTRATION

- 26. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
- 27. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 28. PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
- 29. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

- 30. GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 31. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 32. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 33. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 34. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 35. NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 36. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 37. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 38. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible

and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

39. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
40. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
41. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

42. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by written notice to defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
43. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
44. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

45. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
46. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
47. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
48. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
49. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
50. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

51. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
52. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
53. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be

sent by email as a secondary form of notice.

54. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
55. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
56. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
57. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
58. **FORCE MAJEURE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
59. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
60. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
61. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. § 35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

- 62. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

EXHIBIT C

INSURANCE REQUIREMENTS (COMMODITIES)

(Last Updated December 20, 2023)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor’s obligations under the Contract have been met, including any warranty periods. Contractor’s failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option

may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CONTRACT FOR PURCHASE OF MATERIALS

Contract No. 2024-03

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Mountain States Pipe & Supply Co., a Colorado Corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Bid Form and Fee Schedule: Contractor shall provide the materials described as:

Water Meters

and as more specifically described in the Bid Form and Fee Schedule, attached hereto as Exhibit A.

2. Compensation:

- A. Contractor shall be compensated for the materials provided as priced in the Bid Form and Fee Schedule attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

- B. There may be more than one (1) contractor selected to provide the materials that are the basis of this Contract. The budgeted amount for this purchase is the total the City will pay to all contractors combined.

- C. The City may review fully documented requests for price increases after the Contract has been in effect for one (1) year. The price increase shall be based upon a proven market increase in the price of the materials at the time of the request. The City Purchasing Director and the Water Services Section Director shall determine whether the requested price increase, or an alternative option, is in the best interest of the City.

- D. A formal written amendment to the Contract is required for any price increases above those agreed upon in the Bid Form and Fee Schedule attached hereto as Exhibit A.

- E. Any charges from unilateral price increases made by Contractor, without a formal written amendment, will be deducted from any payment to Contractor.

3. Terms and Conditions (Commodities): The City of Flagstaff Terms and Conditions (Commodities), attached hereto as Exhibit B, are incorporated by reference, and shall apply to performance of this Contract, except to the extent modified by Exhibit A.

4. Insurance (Commodities): Contractor shall meet the insurance requirements of the City, attached hereto as Exhibit C, are incorporated by reference.

5. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (Commodities), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties.

6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Patrick O'Connor
City of Flagstaff
Water Services Section Director – Field
Operations
5401 E Commerce Ave
Flagstaff, AZ 86004
poconnor@flagstaffaz.gov

To Contractor:

Paul Carroll
Chief Executive Officer
Mountain States Pipe & Supply Co.
7765 Electronic Dr.
Colorado Springs, CO 80922
719-351-4120
pcarroll@msps.com

With a copy to:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.Callan@flagstaffaz.gov

(The remainder of the page intentionally blank.)

8. 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.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

December 20, 2023 (commodities)

EXHIBIT A

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services - Water Meters (Ultrasonic - For residential installation. Ultrasonic water meters being used for residential fire service applications must be UL 327B Certified) Sizes: 3/4" through 2"</p>	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
<p>No 5/8" x 3/4" meters are requested.</p>	<p align="center">Yes</p>	
<p>Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.</p>	<p align="center">Yes</p>	
<p>Meters and registers shall be compatible with Itron ERT's.</p>	<p align="center">Yes</p>	
<p>Compatible with AMR, AMI Systems and cellular network systems.</p>	<p align="center">Yes</p>	
<p>Meters shall be lead-free bronze per AWWA C715 and NSF/ANSI 61, NSF/ANSI 372 specifications that became effective January 2014.</p>	<p align="center">Yes</p>	
<p>Meter operating ranges by size below, shall be at a minimum:</p>		
<p>3/4" x 3/4" = 0.5 to 30 gpm</p>	<p align="center">Yes</p>	
<p>1" = 0.75 to 50 gpm</p>	<p align="center">Yes</p>	
<p>1 1/2" = 0.80 to 125 gpm</p>	<p align="center">No</p>	<p>Max is 100 gpm</p>
<p>2" = 1.5 to 160 gpm</p>	<p align="center">Yes</p>	

	COMPLY YES OR NO	COMMENTS
Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	Yes	
Non-removable from meter	Yes	
Rate of flow (gpm)	Yes	
Reverse-flow indicator or detection	Yes	
Leak indicator or detection	Yes	
High resolution ASCII encoder protocol	Yes	
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	Yes	
Serial numbers shall be stamped onto the register lid	Yes	Stamped on meter body/lid
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	Yes	
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.	Yes	
Meters shall be maintenance free and contain no internal moving parts.	Yes	
The maximum operating pressure of 175 psi.	Yes	Max operating pressure of 300
The electronic register shall have a twenty (20) year battery life.	Yes	

	COMPLY YES OR NO	COMMENTS
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	Yes	
No polymer or composite bodies or meter threads will be accepted.	Yes	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	Yes	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	Yes	
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	Yes	
Lay length requirements for meter up to 2" are as follows:		
3/4" x 3/4" = 7 1/2"	Yes	
1" - 10 3/4"	Yes	
1 1/2" = 13"	Yes	
2" = 17"	Yes	

	COMPLY YES OR NO	COMMENTS
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.		
3/4" x 3/4" = 1,200	Yes	
1" = 50	Yes	
1 1/2" = 50	Yes	
2" = 50	Yes	

Manufacturers shall be a member of the AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States.	Yes	
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<p align="center">SPECIFICATIONS</p> <p>City of Flagstaff Water Services - Meters Meters for Commercial and Fire Service Applications) Sizes: 3" through 10"</p>	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
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Requested meter sizes are: 3", 4", 6", 8" and 10"	No Bid	Electromagnetic Meters Not Accepted
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Requested meter types are Turbine Type II, Compound, Ultrasonic and Fire Service.		
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Meters shall be lead-free bronze or of stainless steel construction per NSF/ANSI 61 specifications.		
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Registers shall be direct/straight read permanently sealed magnetic drive. Registers shall be waterproof and have a minimum of six odometer wheels for totalization display. Registers shall have a center sweep hand and low flow indicator.		
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Register measurement shall be to the 100 gallons or less.		
---	--	--

Meter and registers shall be compatible with Itron ERT's.		
---	--	--

Compatible with AMR, AMI Systems and cellular network systems.		
--	--	--

Registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).		
--	--	--

Serial numbers shall be stamped onto register lid as well as the meter body.		
--	--	--

	COMPLY YES OR NO	COMMENTS
Meter size, model, registration, and date of manufacture shall be printed on the register face.		
Registers must affix to the meter body with a tamper-proof mechanism.		
All registers shall have a warranty for a minimum of five years from date of shipment from manufacturer.		
All meters shall operate at a minimum of 150 psi.		
Turbine type meters shall comply with AWWA C701 Class II standards. NSF/ANSI 372.		
Turbine meter operating ranges by sizes shall conform with the latest AWWA C701 standards below:		
4" = 15 to 750 US gpm		
6" = 30 to 1,600 US gpm		
8" = 50 to 2,800 US gpm		
10" = 75 to 4,200 US gpm		
Turbine meter shall have a warranty to meet AWWA C701 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.		
Local registers on the nutating disk low flow meter shall have a warranty for at least one (1) year from date of shipment from the manufacturer.		

	COMPLY YES OR NO	COMMENTS
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Compound meter operating ranges by size shall conform with the latest AWWA C702 standards below:		
3" = 2 to 350 gpm		
4" = 3 to 600 gpm		
6" = 5 to 1,350 gpm		
6" x 8" = 16 to 1,600 gpm		

Compound meters shall have a warranty to meet AWWA C702 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.		
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Local registers on the nutating disk bypass low flow meter shall have a warranty for at least five (5) years from date of shipment from the manufacturer.		
---	--	--

Fire Service Assembly meters operating ranges by size shall conform with the latest AWWA C703 standards below:		
4" = 4 to 700 US gpm		
6" = 5 to 1,600 US gpm		
8" = 8 to 2,800 gpm		
10" = 8 to 4,400 US gpm		

Fire Service Assemblies shall be able to operate at 175 psi.		
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Fire Service Assemblies shall be UL Certified.		
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Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.		
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Specifications sheets shall be provided for each meter type and size in final bid.		
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	COMPLY YES OR NO	COMMENTS
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For Turbine, Compound and Fire Service Assembly, Ultrasonic type meters, lay lengths for each size and type shall be included in the bid.		
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Annual quantities below are estimates only and may vary per year.		
3" Turbine = 5		
3" Compound = 5		
3" Ultrasonic = 5		
4" Turbine = 5		
4" Compound = 5		
4" Ultrasonic = 5		
4" Fire Service = 5		
6" Turbine = 5		
6" Compound = 5		
6" Ultrasonic = 5		
6" Fire Service = 5		
8" Turbine = 5		
8" Compound = 5		
8" Ultrasonic = 5		
8" Fire Service = 5		
10" Turbine = 1		
10" Compound = 1		
10" Ultrasonic = 1		
10" Fire Service = 1		

SPECIFICATIONS	COMPLY YES OR NO	COMMENTS
City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications - <i>Ultrasonic</i>) Sizes: 3" through 10" Ultrasonic water meters being used for fire service applications must be UL 327B Certified)		

Requested meter sizes are: 3", 4", 6", 8" and 10"	No Bid	Electromagnetic Meters Not Accepted
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Requested meter type is Ultrasonic.		
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Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.		
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The meter main case shall be cast from NSF/ANSI 61 certified lead free bronze alloy containing a minimum of 85% copper per NSF/ANSI 61 specifications.		
--	--	--

Meter register shall contain programmable up to nine (9) digit LCD display with the following features:		
The meter must have replaceable unitized measuring element (UME).		
Rate of flow (gpm)		
Reverse-flow indicator or detection		
Leak indicator or detection		
High resolution ASCII encoder protocol		

Register measurement shall be to the 100 gallons or less.		
---	--	--

Meter and registers shall be compatible with Itron ERT's.		
---	--	--

	COMPLY YES OR NO	COMMENTS
Compatible with AMR, AMI Systems and cellular network systems.		
Absolute Encoder registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).		
Serial numbers shall be stamped onto register lid as well as the meter body.		
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.		
Meters shall be maintenance free and contain no internal moving parts.		
The electronic register shall have a twenty (20) year battery life.		
The maximum operating pressure of 175 psi.		
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.		
Ultrasonic meter operating ranges by sizes shall conform with the latest AWWA C700, C701 and C715 standards:		
3" = .75 to 500 US gpm		
4" = 1.5 to 1,250 US gpm		
6" = 2.0 to 2,000 US gpm		
8" = 6.0 to 4,000 US gpm		
10" = 10.0 to 6,500 US gpm		

	COMPLY YES OR NO	COMMENTS
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.		
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.		
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.		
For Ultrasonic type meters, lay lengths for each size shall be included in the bid.		
Annual quantities below are estimates only and may vary per year.		
3" Ultrasonic = 5		
4" Ultrasonic = 5		
6" Ultrasonic = 5		
8" Ultrasonic = 5		
10" Ultrasonic = 1		

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services -</p> <p align="center">Water Meters</p> <p align="center">(Positive Displacement)</p> <p align="center">Sizes: 3/4" through 2"</p>	<p align="center">COMPLY</p> <p align="center">YES OR NO</p>	<p align="center">COMMENTS</p>
Meters shall be magnetic drive, sealed register, positive displacement type, nutating disk cold water meters and with an analog register.		No Bid
Meters and registers shall be compatible with Itron ERT's.		No Bid
Compatible with AMR, AMI Systems and cellular network systems.		No Bid
Meters shall be lead-free bronze per NSF/ANSI 61 specifications.		No Bid
Registers shall be direct/straight read mechanical registers with absolute encoder technology. Registers shall have nine (9) dials.		No Bid
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)		No Bid
Serial numbers shall be stamped onto the register lid as well as the meter body.		No Bid
Meter size, model, registration, and date of manufacture shall be printed on the register face.		No Bid
Registers shall affix to the meter body with a tamper-proof mechanism.		No Bid

	COMPLY YES OR NO	COMMENTS
The meter measuring chamber shall be constructed of a non-corrosive synthetic polymer and shall not be cast as part of the meter main case.		No Bid
Bolts that attach the bottom plate to the meter case shall be stainless steel.		No Bid
Meters shall utilize nutating disk technology. The motion of the measuring disc shall be transmitted to the sealed register through the use of a magnetic drive assembly. The disc center pin as well as the magnetic drive assembly shaft shall be stainless steel.		No Bid
No polymer or composite bodies or meter threads will be accepted.		No Bid
Meters shall provide a maximum operating pressure of at least 150 psi.		No Bid
Meter operating ranges by size shall conform with the latest AWWA C700 standards.		No Bid
3/4" = 2 to 30 gpm		No Bid
1" = 3 to 50 gpm		No Bid
1 1/2" = 5 to 100 gpm		No Bid
2" = 8 to 160 gpm		No Bid
All meters shall be constructed with an internal corrosion-resistant strainer which is easily removed from the meter body.		No Bid
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.		No Bid

	COMPLY YES OR NO	COMMENTS
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All technical specification sheets and warranty documents for each meter shall be included in the final bid.		No Bid
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Lay lengths requirements for meters up to 2" are as follows:		
3/4" x 3/4" = 7 1/2"		No Bid
1" = 10 3/4"		No Bid
1 1/2" = 13"		No Bid
2" = 17"		No Bid

Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.		
3/4" x 3/4" = 1,200		No Bid
1" = 50		No Bid
1 1/2" = 50		No Bid
2" = 50		No Bid

No 5/8" x 3/4" meters are being requested.		No Bid
--	--	--------

City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Residential)

Water Meter Offered (Ultrasonic Residential):

3/4" x 3/4"	UNIT PRICE	\$ <u>112.95</u>
1"	UNIT PRICE	\$ <u>168.20</u>
1 1/2"	UNIT PRICE	\$ <u>495.10</u>
2"	UNIT PRICE	\$ <u>636.40</u>

Water Meter Offered (Ultrasonic Residential - Fire Service):

3/4" x 3/4" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>
1" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>
	UNIT PRICE	\$ <u>No Bid</u>
1 1/2" Ultrasonic Residential - Fire Service		\$ <u>No Bid</u>
2" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>
	FREIGHT	\$ <u>100.00</u>
	TAX (9.181) %	\$ <u>138.88</u>
	TOTAL UNIT PRICE	\$ <u>1,651.53</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges:

N/A

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is Stk - 45 Days

City of Flagstaff - Water Services - Water Meter Bid (Positive Displacement - PD)

Water Meter Offered (Positive Displacement - PD):

3/4" x 3/4" Positive Displacement - PD **UNIT PRICE** \$ 0

1" Positive Displacement - PD **UNIT PRICE** \$ 0

1 1/2" Positive Displacement - PD **UNIT PRICE** \$ 0

2" Positive Displacement - PD **UNIT PRICE** \$ 0

FREIGHT \$ 0

TAX () % \$ 0

TOTAL UNIT PRICE \$ 0

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges:

N/A

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 0 **Days**

City of Flagstaff - Water Services - Water Meter Bid (Large Meters - Commercial)

Water Meter Offered (Large Meters - Commercial):

3" Turbine	UNIT PRICE	\$ <u>0</u>
3" Compound	UNIT PRICE	\$ <u>0</u>
4" Turbine	UNIT PRICE	\$ <u>0</u>
4" Compound	UNIT PRICE	\$ <u>0</u>
6" Turbine	UNIT PRICE	\$ <u>0</u>
6" Compound	UNIT PRICE	\$ <u>0</u>
8" Turbine	UNIT PRICE	\$ <u>0</u>
8" Compound	UNIT PRICE	\$ <u>0</u>
10" Turbine	UNIT PRICE	\$ <u>0</u>
10" Compound	UNIT PRICE	\$ <u>0</u>
	FREIGHT	\$ <u>0</u>
	TAX () %	\$ <u>0</u>
	TOTAL UNIT PRICE	\$ <u>0</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ N/A

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges:

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 0 Days

City of Flagstaff - Water Services - Water Meter Bid (Fire Service Assembly)

Water Meter Offered (Fire Service Assembly):

4" Fire Service Assembly	UNIT PRICE	\$ <u>0</u>
6" Fire Service Assembly	UNIT PRICE	\$ <u>0</u>
8" Fire Service Assembly	UNIT PRICE	\$ <u>0</u>
10" Fire Service Assembly	UNIT PRICE	\$ <u>0</u>
	FREIGHT	\$ <u>0</u>
	TAX () %	\$ <u>0</u>
	TOTAL UNIT PRICE	\$ <u>0</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: N/A

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 0 Days

City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Commercial)

Water Meter Offered (Ultrasonic - Commercial):

3" Ultrasonic - Commercial	UNIT PRICE	\$ _____
4" Ultrasonic - Commercial	UNIT PRICE	\$ _____
6" Ultrasonic - Commercial	UNIT PRICE	\$ _____
8" Ultrasonic - Commercial	UNIT PRICE	\$ _____
10" Ultrasonic - Commercial	UNIT PRICE	\$ _____
	FREIGHT	\$ _____
	TAX () %	\$ _____
	TOTAL UNIT PRICE	\$ _____

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ _____

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: _____

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is _____ Days

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

INSPECTION, RECORDS, ADMINISTRATION

- 26. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
- 27. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 28. PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
- 29. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

- 30. GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 31. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 32. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 33. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 34. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 35. NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 36. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 37. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 38. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible

and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

39. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
40. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
41. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

42. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by written notice to defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
43. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
44. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

45. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
46. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
47. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
48. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
49. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
50. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

51. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
52. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
53. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be

sent by email as a secondary form of notice.

54. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
55. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
56. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
57. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
58. **FORCE MAJEURE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
59. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
60. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
61. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. § 35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

- 62. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

EXHIBIT C

INSURANCE REQUIREMENTS (COMMODITIES)

(Last Updated December 20, 2023)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor’s obligations under the Contract have been met, including any warranty periods. Contractor’s failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option

may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jonathan Damico, IT Administrator
Co-Submitter: Paul Santana
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration of Ratification and Approval of Contract: Ratify the purchase of \$27,341.01 with Ahead, Inc. and enter into a Cooperative Purchase Contract in the amount not to exceed \$528,000.00 for FY24 and FY25, for the purchase of hardware, licensing, installation, and support maintenance.

STAFF RECOMMENDED ACTION:

1. Ratify the purchase with Ahead Inc. for vSAN Licensing for the Flagstaff Police Department in the amount of \$27,341.01;
2. Approve the Cooperative Purchase Contract with Ahead Inc. in the amount not to exceed \$528,000 for FY24 and FY25 (to include the ratification of \$27,341.01), for the purchase of hardware, licensing, installation, and support maintenance; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

In November 2023, the City spent \$27,341.01 with Ahead, Inc. for vSAN licensing for the Flagstaff Police Department server environment. Staff requests ratification of that purchase.

In addition, staff seeks approval of a Cooperative Purchase Contract with Ahead, Inc. to allow staff to purchase new backup storage appliances and multiple production servers as the current equipment is approaching the end of life at City Hall. City Council has budgeted for these purchases and staff has determined that it is in the best interest of the City to enter into a contract with Ahead, Inc. with a "not-to-exceed" amount of \$528,000.00 for FY23-24 to replace this equipment. It is anticipated that future need under the duration of this Cooperative Purchase Contract will be similar and the requirements of the Cooperative Purchase Contract will allow for flexibility in purchasing within the budgeted amounts for future fiscal years.

Financial Impact:

There is cost for these purchases in the budgeted amount of \$528,000. This cost has been budgeted in the following accounts:

- Information Technology - 001-01-014-0042-1-4301
- 001-01-014-0044-4301
- 001-01-014-0047-4301

Policy Impact:

None.

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

Provide Exceptional Service: Provide employees tools, training and support. **Safe & Healthy Community:** Provide public safety with the resources, staff, and training to respond to community needs.

Previous Council Decision on This:
None.

Background and History:

In November 2023, the City purchased vSAN licensing for the Flagstaff Police Department's (FPD) server infrastructure. Since the migration of FPD under City IT support, staff has expanded services and applications, which in turn requires additional resources. The vSAN licensing allowed staff to expand our server infrastructure to meet demand. The licensing was required to access the configured storage, which contains the virtual machines and FPD data. As for on-going purchases under the Cooperative Purchase Contract, the City's existing Backup Appliance (Dell DD3300) was purchased in FY21. Although staff estimated growth for the lifetime of the unit, at the time of purchase, staff was unaware that FPD would be migrated under City IT support. This migration has resulted in a significant increase in a demand for backup storage. The current backup appliance is not expandable. Several of production servers and storage units located at City Hall are approaching their end of life and require replacement.

Procurement Justification Region 14 Education Service Center acting on behalf of the National Cooperative Purchasing Alliance conducted a competitive and open procurement process through Request for Proposal #45-22 that resulted in Contract No. 01-143 with Dell Marketing, L.P. Pursuant to Contract No. 01-143 "Authorized Resellers." The Contractor is a fully authorized vendor with Dell Marketing, L.P. of Dell -- Technology Solutions, Products and Services. The City of Flagstaff Procurement department has verified the cooperative purchase contract as valid.

Attachments: [Ahead, Inc. Cooperative Contract](#)
 [Exhibit A.1 - Quote 1 PO with Tax](#)
 [Exhibit A.2 Quote 1 without tax](#)
 [Exhibit A.3 Quote 2](#)
 [Exhibit B.1 Agency Contract Authorized Reseller](#)
 [Exhibit B.2 Agency Contract Pricing](#)
 [Exhibit B.3 Agency Contract](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-130

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 Ahead, Inc., a State of Illinois corporation ("Contractor").

RECITALS:

- A. Region 14 Education Service Center acting on behalf of the National Cooperative Purchasing Alliance conducted a competitive and open procurement process through Request for Proposal #45-22 that resulted in Contract No. 01-143 with Dell Marketing, L.P. ("Agency Contract"); and
- B. Pursuant to Contract No. 01-143 "Authorized Resellers," Contractor is a fully authorized vendor with Dell Marketing, L.P. of Dell – Technology Solutions, Products and Services.
- 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 Scopes of Work/Quotes attached as Exhibits A.1, A.2, and A.3, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Dell IT Technology Solutions, Products and Services

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scopes of Work identified above and incorporated by reference.
3. Payment:
 - A. Payment to Contractor for the materials and/or services will be in an amount not to **exceed the fiscal year budgeted amount for the term of the Agency Contract**; in accordance with the price list and terms set forth in the Agency Contract.
 - B. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase or the total cost of the contract in the current fiscal year is less than \$100,000; otherwise, City Council approval is required.
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:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: teddy.callan@flagstaffaz.gov
Phone: 928-213-2279

To Contractor:

Kyle Hicks
Ahead, Inc.
401 N Michigan Ave. Suite 3400
Chicago, IL 60611
Email: Kyle.Hicks@ahead.com
Phone: 618-581-6433

With a copy to:

Jonathan Damico
Deputy IT Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: Jonathan.damico@flagstaffaz.gov
Phone: 928-213-2823

With a copy to Contractor:

Jeffrey Alighieri
Ahead, Inc.
401 N Michigan Ave. Suite 3400
Chicago, IL 60611
Email: Jeffrey.Alighieri@ahead.com
Phone: 781-504-4248

(Remainder of Page Intentionally Blank)

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.

AHEAD, INC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A
SCOPE OF WORK/QUOTE
(attached)

1. Exhibit A.1 – City of Flagstaff Purchase Order dated November 13, 2023 to Ahead, Inc. in the amount of \$27,341.01 (\$25,304.04 plus taxes in the amount of \$2,036.97).
2. Exhibit A.2 – Ahead, Inc. Quote dated November 7, 2023 in the amount of \$25,304.04.
3. Exhibit A.3 – Ahead, Inc. Quote dated February 7, 2024 in the amount of \$83,583.89.

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Exhibit B.1 – Agency Contract No. 01-143 of Region 14 Education Service Center acting on behalf of the National Cooperative Purchasing Alliance with Dell Marketing, L.P.
2. Exhibit B.2 – Agency Contract No. 01-143 Pricing Proposal.
3. Exhibit B.3 – Agency Contract No. 01-143 List of Authorized Resellers identifying Ahead, Inc.



City of Flagstaff

Purchasing Section
211 W. Aspen Ave. Flagstaff AZ 86001

PURCHASE ORDER

P.O. NUMBER	DATE
24-002190	11/13/2023

Purchase Order

VENDOR: Ahead, Inc
75 Remittance Drive
Dept 6980
Chicago, IL 60675-6980

SHIP TO:

CHANGE ORDER 001

VENDOR #		ACCOUNT REP.		DELIVERY DATE	F.O.B.	
20660				12/09/2023	SHIPPING	
REQ. NO.	REQ. DATE.	PAYMENT TERMS		REQUISITIONED BY:		
R24-000444	11/13/2023	NET30		Matt Kakert		
BUYER				BUYER EMAIL		
Teddy Callan				teddy.callan@flagstaffaz.gov		
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	TAX	EXTENDED COST
1	27,341.01	DL	VMware VSAN licensing	\$1.00	\$0.00	\$27,341.01
			001-01-014-0047-1-4301 \$27,341.01			
					\$ 0.00	\$ 27,341.01

VSAN licensing for FPD VMware cluster. State cooperative purchasing contracted, ADSPO16-098163, attached.

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER.

AUTHORIZED BY:

PLEASE SEND INVOICE TO:

CITY OF FLAGSTAFF
ACCOUNTS PAYABLE DEPARTMENT
211 W. ASPEN AVE. • FLAGSTAFF, AZ 86001

QUESTIONS?

CALL (928) 213-2206

SEE ADDITIONAL TERMS AND CONDITIONS AT
<http://www.flagstaff.az.gov/purchasing>

If interested in Electronic Funds Transfer (EFT) payment(s), please contact Nancy Reniker-Neve at nancy.reniker-neve@flagstaffaz.gov



AHEAD, Inc.
 401 Michigan Avenue
 Suite 3400
 Chicago, IL 60611

Ahead Client Director:
 Jeffrey Alighieri
 (781) 504-4248
 jeffrey.alighieri@ahead.com

Ahead Quote Number
 AHD2023211339 - 1
Reference Number:
 WQ132746599
Quote Date:
 11/7/23
Expiration Date:
 12/7/23

Shipping Address:
 City of Flagstaff
 Matt Kakert
 211 W Aspen Avenue
 Flagstaff AZ 86001

Billing Address:
 Brian Ellerts
 City of Flagstaff
 211 W. ASPEN AVE.
 FLAGSTAFF AZ 86001
 928.213.2000

Client Operations Specialist
 Cristina Panoiu
 (646) 315-1794
 cristina.panoiu@ahead.com

MPA:

Payment Terms:
 Net 30

City of Flagstaff - VSAN 8 Standard (3YR Support)

	QTY	Part Number	Description	Unit Price	Extended Price
Software	6	ST8-STD-C-T1	VMWARE INC:CUSTOMER PURCHASING PROGRAM T1 VMWARE VSAN 8 STANDARD FOR 1 PROCESSOR	\$1,793.11	\$10,758.66
Maintenance - S	6	ST8-STD-3P-SSS-C	VMWARE INC:PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE VSAN 8 STANDARD FOR 1 PROCESSOR FOR 3 YEARS - 36.00 MNTHS	\$2,424.23	\$14,545.38

Hardware:	\$0.00
Software:	\$10,758.66
Maintenance:	\$14,545.38
Managed Services:	\$0.00
Services:	\$0.00
Training:	\$0.00
Web Services:	\$0.00
Total Investment:	\$25,304.04

Acceptance of this quote authorizes Ahead to invoice the party indicated herein ("Customer"). Any Services covered by an Ahead Service Brief shall be invoiced in advance and in full, regardless of whether or not such services have been completed. Ahead reserves the right to make partial shipments. Customer acknowledges that it has read the Terms and Conditions, linked below, and those Terms and Conditions shall govern and apply, unless a previously executed agreement governing the sale of products exists between Ahead and Customer. The Special Additional Terms (the "SAT") contained in this quote (if any) shall supplement the attached Terms and Conditions or previously executed agreement (collectively, the "Agreements"), provided, however that in the event of any conflict or inconsistency between the SAT and any of the Agreements, the SAT shall take precedence, govern and control. By accepting this quote, Client also agrees to any manufacturer terms applicable to the third party products and services purchased under this quote. Except as indicated otherwise, pricing does not include sales tax, VAT or shipping charges. To the extent taxes are included on the quote, these taxes are estimates and may vary from the taxes listed on the invoice, which shall take precedence. All shipping charges shall be invoiced separately following delivery. Acceptance may be emailed to AR@ahead.com.

Terms and Conditions: <https://go.ahead.com/rs/833-BEW-758/images/Snap%20Terms%202021%20-%20%20Portrait%20%2802.01.21%20--%20Current%29.pdf>

Special Additional Terms: https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal_eula.pdf or other terms as agreed to by manufacturer and customer.

Authorized Signature: _____

Date: _____

Printed Name: _____



AHEAD, Inc.
 401 N Michigan Ave
 Suite 3400
 Chicago, IL 60611

Quoted for:
 City of Flagstaff

MPA:

AHEAD Client Director:
 Jeffrey Alighieri
 jeffrey.alighieri@ahead.com
 (781) 504-4248

AHEAD Client Operations Specialist:
 Cristina Panoiu
 cristina.panoiu@ahead.com
 (646) 315-1794

AHEAD Quote Number:
 AHD2023212309 - 13778

Payment Terms:
 Net 30

Reference Number:
 Merged [1][13777]

Billing Address:
 211 W. ASPEN AVE.
 FLAGSTAFF, AZ 86001

Quote Date:
 February 7, 2024

Shipping Address:
 Matt Kakert
 211 W Aspen Avenue
 Flagstaff, AZ 86001

Expiration Date:
 March 7, 2024

State Contract:
 DELL OMNIA NCPA 01-143
 Expiration Date: 2025-11-30
 MSRP Date:
 Link: <https://www.omniapartners.com/suppliers/dell/public-sector/contract-documents#contract-1482>

City of Flagstaff - DD6400 (5YR Support)

Product Family	Qty	Part Number	Description	Unit Price	Extended Price
AHEAD Services-1					
<i>Ship To/Install At: 211 W Aspen Avenue, Flagstaff, AZ (Attn: Matt Kakert)</i>					
Services	1	ACD-ADV-TRVL	Travel & Expenses	\$920.00	\$920.00
Services	1	ACD-AHS-DM-DD06	PowerProtect Data Domain Deployment	\$9,705.00	\$9,705.00
				Subtotal	\$10,625.00

Controller DD6400 NFS CIFS-13777					
<i>Ship To/Install At: 211 W Aspen Avenue, Flagstaff, AZ (Attn: Matt Kakert)</i>					
Hardware	1	210-BCFX	Controller DD6400 NFS CIFS	\$5,248.04	\$5,248.04
Hardware	1	321-BHJM	SYSTEM DD6400 PSNT	\$0.00	\$0.00
Hardware	1	800-BBQV	Informational Purposes Only	\$0.00	\$0.00
Maintenance - Hardware	1	877-3653	Dell Hardware Limited Warranty - 60.00 months	\$216.24	\$216.24
Maintenance - Hardware	1	891-1667	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended - 60.00 months	\$1,037.96	\$1,037.96
Maintenance - Hardware	1	891-1668	ProSupport 4-Hour 7x24 Onsite Service 3 Years - 60.00 months	\$775.32	\$775.32
Maintenance - Hardware	1	891-1895	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years - 60.00 months	\$1,210.72	\$1,210.72
Maintenance - Hardware	1	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year - 60.00 months	\$0.00	\$0.00
Maintenance - Software	1	989-3439	Thank you choosing Dell ProSupport. For tech support visit //www.dell.com/support or call 1-800- 945-3355 - 60.00 months	\$0.00	\$0.00
Software	1	619-ARIH	DD OS 7.7X=IA	\$0.00	\$0.00
Hardware	1	492-BDES	DD 10GBASE-T IO MODULE 4PORT NDC INTEL	\$327.32	\$327.32
Hardware	1	400-BMSJ	DD6400 1.92TB Internal Cache SSD	\$0.00	\$0.00
Hardware	1	750-ADOJ	DD6400 Field Install Kit	\$602.00	\$602.00
Software	1	149-BBKF	LICENSE BASE DD OE=IA	\$0.00	\$0.00
Maintenance - Software	1	868-5994	5 Years ProSupport Mission Critical Operating Env Sftwr Spt-Maint - 60.00 months	\$3,430.00	\$3,430.00
Maintenance - Software	1	868-5960	5 Years ProSupport Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Contract - 60.00 months	\$0.00	\$0.00
Maintenance - Software	1	868-5964	5 Years ProSupport Mission Critical DD Cloud Tier Sftwr Spt-Contract - 60.00 months	\$0.00	\$0.00
Services	1	900-9997	On-Site Installation Declined	\$0.00	\$0.00
Software	1	379-BDPD	ISG Product (info)	\$0.00	\$0.00
Hardware	64	800-BBQV	Informational Purposes Only	\$0.00	\$0.00
Hardware	1	492-BDEW	DD 10GSFP ENET 4PT INTEL	\$395.08	\$395.08
Hardware	4	407-BCUG	XCVR 10GbE SR SFP Intel	\$135.80	\$543.20
Software	64	149-BBKE	DD6400 Capacity License Bundle 1TBu=CC	\$448.28	\$28,689.92
Maintenance - Software	64	868-6010	5 Years ProSupport Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Maint - 60.00 months	\$243.94	\$15,612.16
Software	208	151-BBRH	DD6400 Cloud Tier 1TB =CC	\$0.00	\$0.00
Maintenance - Software	208	868-5953	5 Years ProSupport Mission Critical DD Cloud Tier Sftwr Spt-Maint - 60.00 months	\$0.00	\$0.00
Hardware	1	210-BCGF	ES40 SHELF 12G 15X8TB SAS Field DD6400	\$6,420.96	\$6,420.96

Maintenance - Hardware	1	877-3727	Dell Hardware Limited Warranty - 60.00 months	\$216.24	\$216.24
Maintenance - Hardware	1	891-1603	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended - 60.00 months	\$1,037.96	\$1,037.96
Maintenance - Hardware	1	891-1604	ProSupport 4-Hour 7x24 Onsite Service 3 Years - 60.00 months	\$775.32	\$775.32
Maintenance - Hardware	1	891-1831	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years - 60.00 months	\$1,210.72	\$1,210.72
Maintenance - Hardware	1	975-3461	Dell Limited Hardware Warranty Extended Year(s) - 60.00 months	\$0.00	\$0.00
Maintenance - Software	1	989-3439	Thank you choosing Dell ProSupport. For tech support visit //www.dell.com/support or call 1-800- 945-3355 - 60.00 months	\$0.00	\$0.00
Services	1	825-8624	Certified Deployment Partner T2	\$0.00	\$0.00
Software	1	379-BDPD	ISG Product (info)	\$0.00	\$0.00
Hardware	64	800-BBQV	Informational Purposes Only	\$0.00	\$0.00
Hardware	1	470-ADZE	DD 3M SAS HD FLEX	\$68.04	\$68.04
				Subtotal	\$67,817.20

PRICE SUMMARY BY CONFIGURATION

AHEAD Services-1	\$10,625.00
Controller DD6400 NFS	\$67,817.20
CIFS-13777	
shipping	\$204.07

GENERAL ORDER SUMMARY

Hardware:	\$13,604.64
Software:	\$28,689.92
Maintenance - Hardware:	\$6,480.48
Maintenance - Software:	\$19,042.16
Services:	\$10,625.00
Shipping & Handling:	\$204.07
Subtotal	\$78,646.27
Estimated Tax:	\$4,937.62

Total Investment \$83,583.89

Acceptance of this quote authorizes Ahead to invoice the party indicated herein ("Customer"). Any Services covered by an Ahead Service Brief shall be invoiced in advance and in full, regardless of whether or not such Services have been completed. Ahead reserves the right to make partial shipments. Customer acknowledges that it has read the Terms and Conditions, linked below, and those Terms and Conditions shall govern and apply, unless a previously executed agreement governing the sale of products exists between Ahead and Customer. The Special Additional Terms (the "SAT") contained in this quote (if any) shall supplement the attached Terms and Conditions or previously executed agreement (collectively, the "Agreements"), provided, however that in the event of any conflict or inconsistency between the SAT and any of the Agreements, the SAT shall take precedence, govern and control. By accepting this quote, Client also agrees to any manufacturer terms applicable to the third party products and services purchased under this quote. Except as indicated otherwise, pricing does not include sales tax, VAT or shipping charges. To the extent taxes are included on the quote, these taxes are estimates and may vary from the taxes listed on the invoice, which shall take precedence. All shipping charges shall be invoiced separately following delivery. Acceptance may be emailed to AR@ahead.com.

Terms and Conditions: <https://go.ahead.com/rs/833-BEW-758/images/Snap%20Terms%202021%20-%20%20Portrait%20%2802.01.21%20--%20Current%29.pdf>

Special Additional Terms: https://i.dell.com/sites/csdocuments/Legal_Docs/en/DellEULA_English.pdf or other terms as agreed to by manufacturer and customer

Authorized Customer Signature _____

Date _____

Printed Name _____

Dell - Technology Solutions, Products and Services - Contract 01-143
Authorized Resellers
ADVANCED NETWORK MGMT INC
ADVIZEX TECHNOLOGIES
AHEAD, INC.
COMPUTER DESIGN & INTEGRATION
ComSource, Inc.
ConvergeOne
DAVENPORT GROUP
EASTERN COMPUTER EXCHANGE INC
EPLUS TECHNOLOGY INC
MERCURY NETWORKS OF NEW YORK, LLC
Red8 LLC
Southern Computer Warehouse
STERLING COMPUTERS CORP
Summus Industries, Inc.
The Re Design Group
THOMAS CONSULTANTS, INC
United Data Technologies
WAYPOINT BUSINESS SOLUTIONS
WORLD WIDE TECHNOLOGY, LLC

Tab 7 - Pricing Proposal

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Dell Response

Dell maintains a Retail Price list online located at:

<http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>

The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Dell Response

Dell will provide the minimum discounts for the offers described in the Discount Category Matrix on the following page. The discounts are applied to Dell's then current Manufacturer Suggested Retail Pricing (MSRP) and Dell reserves the right to change the MSRP (which would also change the discounted selling price) at any time to apply to future orders. Regardless of the Category in which they may be sold, Dell shall not be obligated to provide any discounts with respect to APEX-branded products or offerings.

Product Categories	Product Category Classifications	Proposed Discounts
Category A	Dell Storage OEM, Fixed Workstations, Latitude, Mobile Workstations, OptiPlex (includes Thin Client), PowerEdge Servers, Software - Server and Other, Software - Storage, Cloud Client, Customer Kits (including some non-tied Monitors), Educational Chrome, Internet of Things (IOT)	15.00%
Category A	Consumer Chrome, Cloud Products only	3.00%
Category F	Dell Branded Printer Accessories, Parts, and Toner	1.50%
Category H	BTX, Prebuilt – Ready to Ship Systems	5.00%
Category M	3 rd Party Software & Peripherals – Mainstream Products Third Party	3.00%
Category R	CFI/Configuration Services; Selected Services	0.50%
Category S	Alienware Notebooks, Converged Infrastructure, Data Protection Appliance, Data Protection Software, Data Security Solutions, Dell Networking, Dell Storage PS, Dell Storage SC, Dell EMC, Displays, Hyper Converged Infrastructure, OEM Networking, Personal Notebooks, Projectors/Monitors/Other Electronics, Storage Entry, Storage High End, Storage Integrated Offer, Storage Mid-Range, Storage Unstructured, Tablets, Vostro Notebooks, XPS Notebooks	3.00%
Category U	Spare Parts	0.00%
Category V	System components with discounts that vary based upon the system in which the item is installed	Varies Per Base SKU
Category X	Third Party – Non-Discountable except where contractually required	3.00%
Category Z	Alienware Desktops, Personal Desktops, Vostro Desktops, XPS Desktops, Services - i.e., System Tied and Non-Tied (POS and APOS), Deployment, VSOE, and Custom	0.50%
Category Z1	Services - i.e., System Tied and Non-Tied, POS and APOS	0.50%
Category ZS	Services - i.e., System Tied and Non-Tied, POS and APOS	0.50%
Not Applicable	APEX Branded Solutions (Including Flex OnDemand where applicable)	0.00%

Pricing Notes:

Dell maintains a Retail Price list online located at: <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice. Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing. For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Region 14 Education Service Center (ESC)

Contract # 01-143

for

Technology Solutions, Products and Services

with

Dell Marketing L.P.

Effective: December 1, 2022

The following documents comprise the executed contract between the Region 14 ESC, and Dell Marketing effective December 1, 2022:

- I. Vendor Award Letter
- II. Master Agreement-General T&Cs and executed signature form
- III. Supplier's Response to the RFP, incorporated by reference



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Dell Marketing L.P.
ATTN: Stacey Skala
One Dell Way
Round Rock, TX 78682

Dear Stacey:

Region XIV Education Service Center is happy to announce that Dell Marketing L.P. has been awarded an annual contract for Technology Solutions, Products and Services on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Dell Marketing L.P.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shane Fields".

Shane Fields
Region XIV, Executive Director



Proposal for the Region 14 Education Service Center
acting on behalf of the National Cooperative Purchasing
Alliance

RFP # 45-22 Technology Solutions, Products and Services

Thursday, November 17, 2022



Thursday, November 17, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene Texas 79601

Dear Procurement Officer,

Thank you for the opportunity to submit a proposal for Region 14 ESC's RFP for Technology Solutions, Products and Services. We have thoroughly reviewed the requirements and developed this proposal to showcase how our products and solutions will enable customers to continue their digital transformation.

The value of our offering includes:

- Our Products – We have the strongest portfolio of IT products from the edge to the core, to the cloud. We offer full end-to-end IT solutions thereby becoming a one stop shop to meet all our customer's IT needs.
- Our Lifecycle Services – Parallel to our product and services delivery organization, is our customer support organization – be it pre-sales consultation, data center consolidation, or rollout of a work / school from home solution, our pro-deploy and pro-support teams are always available to assist in conjunction with our account and specialist teams.
- Our Contract Management – The NCPA contract is used widely by SLED customers. We have contract program managers and personnel dedicated to supporting NCPA and the entities that purchase using NCPA. We will continue to deliver and strengthen our partnership.
- Our Commitment – Last, but equally important, is our commitment to social causes that impact our lives and our planet. Our 2030 moonshot goals focus on cultivating inclusion, advancing sustainability, transforming lives and upholding ethics and privacy.

We look forward to earning your business and continuing our long-standing partnership. Should you have any questions regarding this proposal, please contact your Dell Technologies team provided in the below contact information:

Stacey Skala at 512.720.7429 or online at Stacey.Skala@Dell.com

Preethi Pillaipakkam at 469.510.8569 or online at Preethi.Pillaipakkam@Dell.com

Sincerely,



Stacey Skala
Proposal Manager

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Tab 1 - Master Agreement / Signature

Customer Support

The Dell Marketing L.P. ("Vendor") ~~vendor~~ shall provide timely and accurate technical advice and sales support. The ~~vendor~~Vendor shall respond to such requests within one (1) to two working days after receipt of the request.

Disclosures

Respondent affirms that he/she 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 this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the ~~vendor~~Vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out"/"non-appropriation" clause as mutually agreed to by the parties. A contract for the acquisition, ~~including lease~~, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

If (a) sufficient funds are not budgeted or appropriated and budgeted by Public Agency's governing body in any fiscal period for payment amounts or other costs and fees and (b) Public Agency has exhausted all funds legally available for such payment amounts or other costs and fees due under the contract, then the Public Agency, upon reasonable written notice to the vendor or its affiliate, ~~retains to the entity~~ the continuing right to terminate the contract as of the last day of the Public Agency's fiscal period for which funds for the payment amounts are available at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Public Agency entity to obtain appropriate funds for payment of the contract ~~and to only place orders for which funding is available and to pay vendor~~Vendor/Dell for products delivered and services performed. Such termination is without any expense or penalty, except for the portions of the payment amounts and those expenses associated with returning or making products available for return to vendorVendor or its affiliate and Public Agency's cessation of use and maintenance, de-installation and deletion of licensed software, and certification thereof, in accordance with the terms of the contract, for which funds have been budgeted or appropriated or are otherwise legally available.

Shipments (if applicable)

The awarded vendor shall ship ordered products within ~~seven-fifteen~~ (157) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. Barring any component constraints, Vendor will ship products it is manufacturing or a third party is manufacturing within 4 – 6 weeks of acceptance of order. Cancellation may be made up to the time order is accepted. Orders shall be placed online on the NCPA Premier Page that Dell will populate with NCPA pricing. If a product cannot be

shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. ~~At this point the participating entity may cancel the order if estimated shipping time is not acceptable.~~

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. ~~Unless Public Agencies shall provides Dell with a valid tax exemption certificate acceptable to the relevant taxing authority prior to Dell's payment of such taxes, upon request, or such Public Agency shall pay to Dell all taxes and duties upon demand. be responsible for taxes~~

Payments

~~Payment terms are thirty (30) days from the date of invoice. All products and services are deemed accepted ten (10) days from the date of invoice or completion of service. Dell may charge a late penalty of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days based on Public Agency's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Public Agency, may suspend or terminate any or all Services and refuse additional orders for Products until all overdue amounts are paid in full. Dell shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts.~~

The entity using the contract will make payments directly to the awarded vendor ~~except instances where a reseller, under this contract, is selling Dell products and other products provided by Dell to the reseller, invoices will be issued by the reseller to a Public Agency and payments shall be made to the applicable reseller.. or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.~~

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before any such distributors/partners/resellers is considered authorized.

Purchase orders and payment can only be made to awarded ~~vendor~~Vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the ~~vendor~~Vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All ground shipping deliveries s for standard products shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing Expedited and larger products shall be subject to freight charges.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

~~Dell's warranty terms located at DELL.COM/WARRANTYTERMS, included as Appendix E shall be applicable to sales under this contract. Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.~~

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the ~~vendor~~Vendor.

Indemnity

~~If Public Agency purchased Products or Services directly from Dell, Dell shall defend and indemnify Public Agency against any third-party claim that Dell-branded Products or Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's United States ("U.S.") patent, copyright, trade secret, or other intellectual property rights ("Claim(s)"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (i) obtain a right for Public Agency to continue using such Products or Deliverables or for Dell to continue performing the Services; (ii) modify such Products or Services to make them noninfringing; (iii) replace such Products or Services with a non-infringing equivalent; or (iv) if Public Agency purchased directly from Dell, refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Deliverables. Dell shall have no obligation for any claim arising from (a) modifications of the Products and Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products (the combination of which causes the claimed infringement); or (c) Dell's compliance with Public Agency's written specifications, including the incorporation of any software or other materials or processes Public Agency provides or requests. Dell's duty to indemnify and defend the Claim is contingent upon: (x) Public Agency's prompt written notice of the Claim; (y) Dell's right to solely control the defense and resolution of the Claim; and (z) Public Agency's cooperation in defending and resolving the Claim. These are Public Agency's exclusive remedies for any third-party intellectual property claim, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity. B. Public Agency shall defend and indemnify Dell against any third-party claim resulting or arising from: (i) Public Agency failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Public Agency, or associated with software or components requested by Public Agency to be used with, or installed or integrated as part of the Products or Services; (ii) Public Agency's violation of Dell's intellectual property rights; (iii) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Public Agency's alleged violation of applicable export laws; or (iv) Public Agency transferring or providing access to Excluded Data (as defined below) to Dell. C. Each party shall defend and indemnify the other against any third-~~

~~party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in connection with this Agreement. The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.~~

Franchise Tax

The respondent hereby certifies to the best of signatory's knowledge that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

~~The Each Public Agency entity participating in this contract and awarded vendor Vendor may enter into the following a separate supplemental agreements to further define the level of service requirements needed to enable such offerings under this Master Agreement over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating Public Agency entity and awarded vendor Vendor and shall be governed solely by the terms set forth in such separate supplemental agreement. r; however no changes to the contract terms regarding reporting, indemnity, payment or limitation of liability shall be altered by a NCPA member or purchasing/ participating entity.~~

Services Agreements.

Dell may provide Services, Service-related Software, or Deliverables to Customer Public Agency in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/offeringspecificterms, "Statements of Work," and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

Dell APEX Cloud Services.

Dell may provide Services, Cloud services (includes any service made available to users through the Internet from a computing provider's servers), such as software-as-a-service, Platform as a Service, Infrastructure as a Service and storage-as-a-service, Service-related Software, or Deliverables to Customer Public Agency in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/dellemcloudterms and/or <https://www.dell.com/learn/us/en/uscorp1/terms-of-sale> "Statements of Work," and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

Dell APEX Flex on Demand.

In addition, vendor Vendor may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix G. Eligible Public Agencies shall negotiate the terms and conditions of such FOD solution directly with vendor Vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any corresponding FOD schedule ("Schedule"), and any other documentation that may be required for such FOD transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the Eligible Public Agency and vendor Vendor or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such FOD transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of this Master Agreement, the terms, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedule, and any other related documentation that may be applicable are attached hereto in Appendix H.

Leasing and Financing; Payment Solutions.

Leasing and financing services and other flexible payment solutions made available directly through Dell Financial Services L.L.C. ("DFS") or Pharos Financial Services L.P. ("PFS") are allowed under this Master Agreement in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Samples of each Lease are attached hereto as Appendix H

If this Master Agreement does not contain Lease terms and conditions, eligible Public Agencies under this Master Agreement who are authorized to execute such Leases under applicable law may do so by executing a separate Lease directly with DFS or PFS for the hardware, software, and/or services obtained under this Master Agreement. Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Eligible Public Agencies shall negotiate the terms and conditions of such Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this Master Agreement, the terms and conditions of the DFS or PFS Lease will prevail.

Certificates of Insurance

Dell will offer a memorandum of Insurance to members and will endeavor to provide notice of cancellation within 30 days to Region 14 ESC and NCPA. Dell has existing contracts with its subcontractors and Dell is responsible for providing the contracted for services. Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all applicable local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all applicable laws while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended

during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding the above, this section will not modify, terminate, cancel or otherwise negate or replace in any way any Public Agency's rights, duties, and obligations (including a Public Agency's payment obligations to DFS or PFS) under the terms and conditions of a duly executed Lease (as defined above) and MFCA (as defined above) between DFS or PFS and any Public Agency, the terms of which shall take precedence. The foregoing is not withstanding any force majeure insurance on the payment stream that a Public Agency may have.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage law legislation in effect in the jurisdiction of the purchaser. ~~It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.~~

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. This Section on termination shall not apply to any lease financier (including, but not limited to, Dell Financial Services L.L.C.) or any related lease and finance or flexible payment solution agreements or any of Region 14 or Public Agency's, duties, and obligations including, but not limited to, its payment obligations to DFS thereunder.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. as required by applicable law. Dell will comply with applicable law and opinions of the applicable governing body concerning open records.~~If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).~~

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Dell requests the following language be incorporated into any contract resulting from award of this solicitation:

NCPA Members, by purchasing from Dell agree to the terms between NCPA and Dell under the contract.

Compliance with Laws

A. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the U.S.; and the country in which the Products or Services are delivered or performed. B. Public Agency certifies that all items (including hardware, software, technology and other materials) it provides to Vendor for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Vendor is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Vendor shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements. C. Vendor's privacy policies explain how Vendor treats Public Agency's personal information and protects Public Agency's privacy and can be found at Vendor.com/privacy.

Limitation of Liability

A. VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES. EXCEPT FOR PUBLIC AGENCY BREACH OF SECTIONS 3(D) OR 7, OR CUSTOMER VIOLATION OF VENDOR'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (i) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; (iv) BUSINESS INTERRUPTION OR DOWNTIME; (v) THE PRODUCTS, DELIVERABLES OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE; OR (vi) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES. B. VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING PRODUCTS AND SERVICES) IN ANY 12 MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY VENDOR DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S). C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR VENDOR'S SALE OF PRODUCTS OR SERVICES TO PUBLIC AGENCY, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

Software.

Public Agency rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

Acceptance.

All Products and Third Party Products will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Public Agency retains all rights and remedies under the warranty terms stated below. Public Agency may only return Products to Supplier that are permitted to be returned pursuant to the return policy at www.dell.com/returnspolicy.

Hardware Returns and Exchanges.

Public Agency agrees to Vendor's return policy as stated at www.dell.com/returnspolicy. Before returning or exchanging Hardware, Public Agency must contact Vendor to obtain an authorization number for Public Agency return. Public Agency must return Hardware in its original or equivalent packaging, and Public Agency is responsible for risk of loss and shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If Public Agency fails to follow the return or exchange instructions, Vendor will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Public Agency's purchase. Title to returned or exchanged Hardware shall pass to Vendor upon receipt at the specified Vendor facility.

Changed or Discontinued Products or Services.

Vendor may revise or discontinue Products and Services at any time, including after Public Agency places an Order, but prior to Vendor's shipment or performance. As a result, Products and Services Public Agency receives might differ from those ordered. However, Dell-branded Products will materially meet or exceed all published specifications for the Products. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

Proprietary Rights

The Products and Software are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products and Deliverables, and the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Vendor or its suppliers or licensors. Subject to Vendor's receipt of payment in full for the applicable Services, Vendor grants Public Agency a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which Public Agency does business; (ii) for Public Agency's internal use; and (iii) as necessary for Public Agency to enjoy the benefit of the Services as stated in the applicable Service Agreements.

For Reseller transactions:

For any transactions under this contract in which Vendor resellers are reselling products obtained from Vendor, the following terms shall apply: Vendor will require its resellers to agree to the terms of the NCPA contract with Vendor. The reseller sales transactions, including quoting, pricing, order taking, invoicing, payment for reseller transactions shall be between the NCPA member and the reseller. Pricing will not be determined by Vendor but must be in compliance with the pricing requirements in Vendor's NCPA contract. Fees and reporting for Vendor reseller transactions with NCPA members shall be provided by the Vendor reseller only. Payments made by NCPA or its members for these reseller transactions shall be made to the reseller. Vendor will propose authorized resellers to be added to contract for Region 14 ESC and NCPA approval. NCPA and Vendor must be in agreement on resellers to be added to contract. Vendor can have a reseller removed from contract, upon notice. Vendor is not liable should the reseller fail to follow the terms of the contract.

Shipping Charges; Title; Risk of Loss.

Unless otherwise agreed, Supplier shall arrange for shipment of the ordered Products to the ship-to address indicated in the Order, through a common carrier designated by Supplier. Delivery dates are indicative. Software may be provided by delivery of physical media or through electronic means. Public Agency shall notify Supplier within 21 days of the invoice date if Public Agency believes any Product included in its Order is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the product documentation. Risk of loss for Equipment and for physical media containing licensed Software transfers to Public Agency upon Delivery. Title to sold Equipment passes to Public Agency upon Delivery. "Delivery" for Equipment occurs when Supplier provides the Equipment to the carrier at Supplier's designated point of shipment; "Delivery" for Software occurs either when Supplier provides physical media (or the Equipment on which it is installed) to the carrier at Supplier's designated point of shipment, or the date Supplier notifies Public Agency that Software is available for electronic download. Unless otherwise agreed, cost of transit insurance on behalf of Public Agency shall be included in the total price stated on the Quote.

Excluded Data

Public Agency agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Public Agency and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Public Agency and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Public Agency is solely responsible for reviewing data that will be provided to or accessed by Supplier in the provision of the Offerings to ensure that it does not contain: (i) data that is classified, ITAR (International Traffic in Arms Regulations) related data, or both; or (ii) articles, services, and related technical data designated as defense articles and defense services. Public Agency will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of the foregoing, or from Public Agency's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

U.S. Government Restricted Rights.

The software and documentation provided are "commercial products" as defined in Federal Acquisition Regulation ("FAR") Section 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202, as applicable. Consistent with FAR 12.212 and DFARS Section 227.7202, all U.S. Government end users acquire the software and documentation with only those rights set forth herein

Taxes.

The charges due hereunder are exclusive of, and Public Agency shall pay or reimburse Supplier for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other similar taxes, governmental fees, levies, customs and duties resulting from Public Agency's purchase, except for taxes based on Supplier's net income, gross revenue, or employment obligations. If Public Agency qualifies for a tax exemption, Public Agency must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption. If Public Agency is required to withhold taxes, then Public Agency will within 60 days of remittance to the applicable tax authority provide Supplier with satisfactory evidence (e.g., official withholding tax receipts) that Public Agency has accounted to the relevant authority for the sum withheld or deducted, otherwise Supplier will charge Public Agency for the amount that Public Agency has deducted for the transaction.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Dell Marketing, L.P.

Company Name

One Dell Way

Address

Round Rock

TX

78286

City

State

Zip

512.720.7429

Telephone Number

Fax Number

Stacey.Skala@Dell.com

Email Address

Stacey Skala

Printed Name

Proposal Manager

Position



Authorized Signature

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 2 - NCPA Administration Agreement

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-143, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of IT Security Products and Data Protection Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14

ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Upon Vendor's corporate marketing/compliance prior review and approval, and subject to the requirements of the brand usage guidelines located at <https://brand.delltechnologies.com/logos/>, Vendor agrees to allow Customer to use their name and logo within Customer-maintained websites, marketing materials and advertisements. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however,

that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award. Typically, reporting is available 30 days after the close of the previous quarter.

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

Dell Acknowledges.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Matthew Mackel

Name

Director, Business Development

Title

PO Box 701273

Address

Houston, TX 77270

Address



Signature

December 1, 2022

Date

Dell Marketing L.P.

Vendor Name

Stacey Skala

Name

Proposal Manager

Title

One Dell Way

Address

Round Rock, TX 78682

Address



Signature

11-16-2022

Date

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 3 - Vendor Questionnaire

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Mariana Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

*Dell is willing to discuss this agreement to US Territories and outlying areas; however, such an extension will be subject to international terms and conditions

<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No * [Please refer to the last page of Tab 3](#)

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No [Dell or its affiliates can extend its terms or related offerings under the NCPA contract private entities if they are private education institutions or not for profit entities. Any decision regarding such extension shall be made by Dell and its affiliates in their sole discretion.](#)

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place.

[Please see Appendix C for Dell's Supplier Diversity Program](#)

Residency

Responding Company's principal place of business is in the city of Round Rock,
State of Texas.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: _____

Processing Contact Information

Contact Person Katherine Dunay

Title Contracts Manager

Company Dell

Address One Dell Way

City/State/Zip Round Rock, Texas 78682

Phone (512) 720-3222

Email katherine_dunay@dell.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- Yes No [Please see pricing notes on Tab 7](#)

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Dell Technologies has been serving our State and Local Government and Education customers for over three decades. We have 100's of contracts and participate in many regional and national cooperative contracts both directly and through reseller partners.

Detailed listing of our contracts can be found at:
<https://www.dell.com/en-us/dt/industry/state-local-government/contracts/index.htm>

In addition to State contracts, we also participate in larger consortium contract such as NASPO, MHEC, PEPPM, TX DIR, and more.

*Dell and its affiliates (including, but not limited to, Dell Financial Services L.L.C.) each operate under a separate legal entity in Canada, and any extension of the NCPA terms to a Canadian province or territory would be contingent on that entity and NCPA accepting separate localized terms that maybe required by law, or Dell's and its affiliates business operations, including (but not limited to) recognition of the ability to transact through the appropriate Dell or Dell affiliate Canada entity, governing law clauses, reporting requirements, offering restrictions, and pricing. Notwithstanding the above, the foregoing does not constitute an offer or commitment in any way by Dell or its affiliates to extend any of its terms or related offerings under the NCPA contract to any Canadian province or territory. Any decision regarding such extension shall made by Dell and its affiliates in their sole discretion.

Tab 4 - Vendor Profile

Please provide the following information about your company:

- Company's official registered name.

Dell Marketing L.P.

- Brief history of your company, including the year it was established.

Dell Response:

Headquartered in Round Rock, Texas Dell was established in 1984 by Michael Dell at the University of Texas

Dell was founded in 1984 by Michael Dell in his dorm room at the University of Texas. In 1988, Dell became publicly traded under the name Dell Computer Corporation. The Company was incorporated in the state of Delaware on January 31, 2013, under the name Denali Holding Inc. in connection with Dell's going-private transaction by Michael Dell and Silver Lake Partners, which was completed in October 2013. In 1979, Richard Egan and Roger Marino, university roommates, quit their jobs and founded EMC in Newton, Massachusetts. In September 2016, EMC Corporation became part of the Dell Technologies family of companies and was renamed Dell EMC. In December 2018, Dell Technologies Class C common stock (NYSE: DELL) began trading on the New York Stock Exchange.

1979	Richard Egan and Roger Marino - former university roommates - quit their jobs and founded EMC in Newton, Massachusetts, five years before Michael Dell's vision was materialized.
	At age 19, Michael Dell founded PC's Limited with \$1,000 and a game-changing vision for how technology should be designed, manufactured and sold.
1984	As a pre-med freshman at the University of Texas at Austin, Michael starts Dell, then doing business as PC's Limited.
	Dell designs and builds their first computer system, the Turbo PC, featuring an Intel 8088 processor running at 8MHz, a 10MB hard drive and a 5.25" floppy drive.
1985	The company establishes customer experience as a Dell differentiator with risk-free returns and next-day, at-home product assistance, among the first in our industry.
1989	Dell joins the mobile computing revolution with its first laptop computer, the 316LT.
1992	Dell debuts on the Fortune 500. Michael becomes the youngest CEO to lead a company that receives this honor.
	The company takes sales online in 1996, setting the bar for ecommerce worldwide. Dell rapidly
1996	expands its global operations by opening the first Asia-Pacific Customer Centre in Penang, Malaysia.
1997	EMC's great global presence is materialized as they are named worldwide open storage market leader.

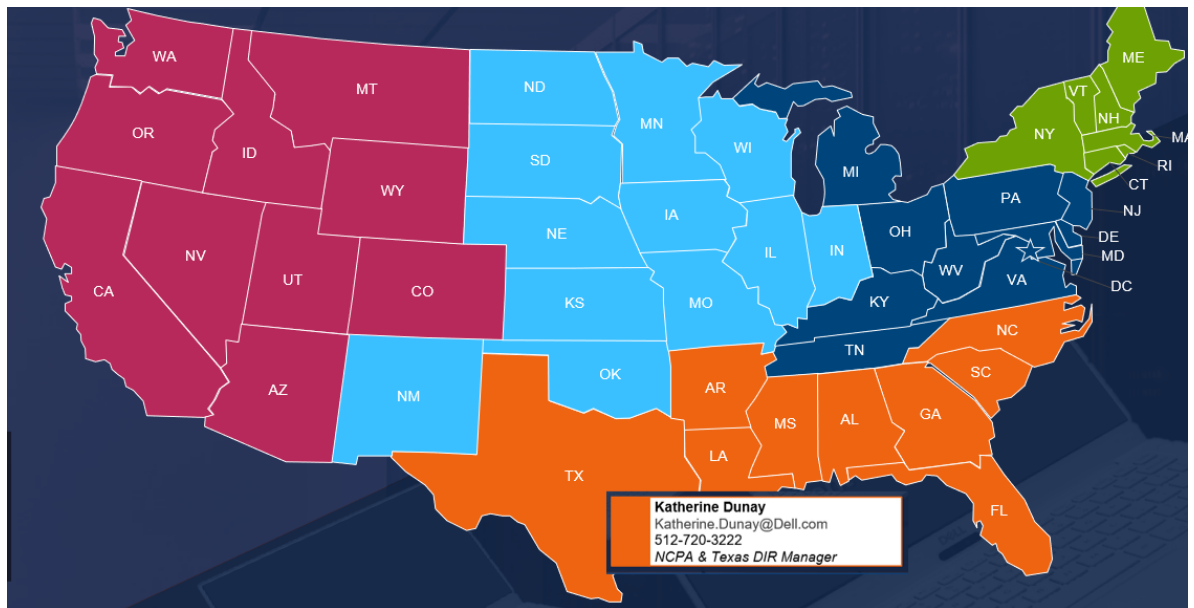
2000	<p>Internet sales on dell.com reach \$40 million a day, making it one of the highest-volume ecommerce sites in the world.</p> <p>Recognizing early on the need and opportunity for mobility in IT, Dell incorporates built-in WiFi for on-the-go internet access for our customers.</p>
2001	<p>It's a year of firsts as Dell becomes the No. 1 computer systems provider worldwide and reaches No. 1 in U.S. Intel-based server shipments. Dell inks an agreement with storage leader EMC to enable more affordable enterprise-class storage area network solutions for customers of all sizes.</p>
2005	<p>Dell tops the list of "America's Most Admired Companies" in Fortune Magazine.</p> <p>Furthering our commitment to the environment, Dell OptiPlex desktop line of products features a lead-free motherboard, power supply and chassis.</p>
2006	<p>EMC opens a new software development centre in Shanghai—the company's first China-based research and development facility.</p>
2010	<p>Dell acquires key IP in storage, systems management, cloud computing and software: Boomi, Exanet, InSite One, KACE, Ocarina Networks, Scalent and Dell Compellent.</p> <p>Dell is the No. 1 healthcare information technology services provider in the world according to Gartner, Inc. and wins more than 300 industry awards in 2010.</p> <p>The company accelerates enterprise customers' move to the cloud with Dell Virtual Integrated Systems solutions, based on open architecture solutions that focus on interoperability and extending the legacy investments of our customers.</p> <p>Dell enters the tablet arena with the Streak, a 5-inch device designed to provide the best on-the-go entertainment, social connection and navigation experience.</p> <p>Newsweek names Dell the greenest company in America.</p>
2013	<p>Michael Dell and private equity firm Silver Lake Partners buy back Dell from public shareholders to accelerate its solutions strategy and to focus on the innovations and long-term investments with the most customer value.</p>
2014	<p>One year post-privatization, Dell is the fastest growing, large integrated IT company in the world with revenue growth across our businesses and PC and server share gains outpacing the market. Investments in our strategy continue with the acquisition of data analytics leader StatSoft and breakthrough enterprise innovations like our 13th generation of PowerEdge servers and FX Series converged infrastructure solutions.</p> <p>Dell is the global storage leader in total terabytes sold and sets the new industry standard for value with the SC4020 All Flash Array.</p> <p>Our corporate responsibility leadership garners global accolades with the Keep America Beautiful Vision for America Award, Accenture Circular Economy Pioneer Award, and a spot on Ethisphere Institute's list of the World's Most Ethical Companies.</p>
2015	<p>Customer satisfaction rates reach record highs as customers feel the effects of Dell's singular focus as a private company.</p>
2016	<p>The Dell journey and the EMC journey join to reach customers and their great ideas globally and to drive human progress. The newly combined Dell Technologies marks the completion of the biggest tech deal in history.</p>
2021	<p>Dell Technologies completed the spinoff of VMware forming two standalone public companies.</p>

- Company's Dun & Bradstreet (D&B) number.
[Dell Marketing L.P. D & B #: 87-793-6518](#)
- Company's organizational chart of those individuals that would be involved in the contract.

Dell Response:

By working with Dell Technologies, you can be assured NCPA and customer agencies will have access to the highest quality talent and support from experts who specialize in the public sector and education markets.

Contract Program Managers: Experienced Contract Program Managers (CPM) are assigned to large contracts to ensure contract compliance and reporting activities. CPM will also aid in marketing the contract to our SLED account team members leading to increased adoption within the State. Katherine Dunay, who currently serves as the CPM for NCPA will continue to serve as the main Point of Contact.



- **Contract Management and Compliance** - Manage the Contract and relationships with State Procurement Officers to ensure compliance with all state requirements. Design, manage, and maintain contractually required internal websites for contracts.
- **Partner Management** - Manage contracts for partner companies, including partner agreements, amendments, and compliance requirements and reports.
- **Audit** - Conduct contract audits to ensure that all data has been reported accurately and can be supported internally through a verifiable audit trail. Conduct audits of customer sales for issues regarding rebates, returns, and contract pricing.
- **Sales Training & Consultation** - Create and conduct custom presentations for training purposes given to sales partners, sales teams, and other internal departments. Consult with

customers and sales on the most appropriate contract options based on scope, pricing, contract terms and language.

- **Operations** - Analyze business processes and implement changes to enable better customer service to our end customers. Created an automated process in Access to generate custom contract price lists based on contractual requirements.
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.

Dell Response:

Dell has 46 offices in the US. Key contacts servicing each customer agency can be provided by the Contract Program Manager, upon request.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: **Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington, Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.**

1465 North
Scottsdale Road,
Suite 450
SkySong 5
Scottsdale
Arizona
85257

4 McKissic Creek
Road
Suite 6
Bentonville
Arkansas
72712

14591 S.W. 120th
Street
Miami
Florida
33186

50 Constitution
Boulevard
Franklin
Massachusetts
02038

430 Cowper Street
Suite 200
Palo Alto
California
94301

135 Technology
Drive
Suites 100,150,200 &
250
Irvine
California
92618

10010 Junction
Drive
Annapolis Junction
Maryland
20701

55 Constitution
Boulevard
Franklin
Massachusetts
02038

5450 Great
America Parkway
Santa Clara
California
95054

440 First Street,
NW
Suite 820
Washington DC
District of
Columbia
20001

777 Virginia Road
Concord
Massachusetts
01742

109 Constitution
Boulevard
Franklin
Massachusetts
02038

111 Constitution Boulevard Franklin Industrial Park Franklin Massachusetts 02038	01748	171 South Street Hopkinton Massachusetts 01748
42 South Street Hopkinton Massachusetts	108 South Street Hopkinton Massachusetts 01748	176 South Street Hopkinton Massachusetts 01748
228 A/B South Street Hopkinton Massachusetts 01748	117 South Street Hopkinton Massachusetts 01748	Oklahoma City Oklahoma 73108
228 C South Street Hopkinton Massachusetts 01748	5800 Technology Drive Apex North Carolina 27539	1 Dell Parkway Nashville Tennessee 37217
7615 Smetana Lane Eden Prairie Minnesota 55344-3712	4121 Surles Court Durham North Carolina 27703	1225 Alma Road Suite 160 Richardson Texas 75081
7625 Smetana Lane Eden Prairie Minnesota 55344	62 TW Alexander Drive Research Triangle Park North Carolina 27709	200 Dell Way (RR5) Round Rock Texas 78682
1 Penn Plaza Suite 2920 New York City New York 10119	3501 SW 15th Street, Bldg A Oklahoma City Oklahoma 73108	12500 Tech Ridge Boulevard, Bldg PS4 Austin Texas 78753
1404 Park Center Dr. Austin Texas 78754	3501 SW 15th Street, Bldg B	701 E. Parmer Lane, Bldg PS2 Austin Texas 78753
4309 Emma Browning Avenue Austin Texas 78719	701 E. Parmer Lane, Bldg PS3 Austin Texas 78753	9715 Burnet Road Metric - 7, Suite 300 Austin Texas 78758

5822 Cromo Drive
El Paso
Texas
79912

2300 Greenlawn
Boulevard (RR3E)
Round Rock
Texas
78682

501 Dell Way
(RR2)
Round Rock
Texas
78682

9830 Colonnade
Boulevard
Suite 380
San Antonio
Texas
78230

505 First Avenue South
4th Floor
Seattle
Washington
98104

2300 Greenlawn
Boulevard (RR3)
Round Rock
Texas
78682

2401 Greenlawn
Boulevard (RR7)
Round Rock
Texas
78682

501 Dell Way
(RR2W)
Round Rock
Texas
78682

13197 South
Fronrunner
Boulevard
Draper
Utah
84020

2401 Greenlawn
Boulevard (RR8)
Round Rock
Texas
78682

401 Dell Way (RR1)
Round Rock
Texas
78682

501 Dell Way
(RR2E)
Round Rock
Texas
78682

8444 Westpark
Drive
Floors 1, 3, 7, 8 &
9
McLean
Virginia
22102

- Define your standard terms of payment.

Dell Response:

Customer must pay Supplier's invoices in full and in the same currency as Supplier's quote within the time noted on Supplier's invoice, or if not noted, then within 30 days after the date of the invoice, with interest accruing after the due date at the lesser of 1.5% per month or the highest lawful rate. Supplier may invoice parts of an Order separately or together in one invoice. All invoice terms will be deemed accurate unless Customer advises Supplier in writing of a material error within 10 days following receipt. If Customer advises Supplier of a material error, (a) any amounts corrected by Supplier in writing must be paid within 14 days of correction, and (b) all other amounts shall be paid by Customer by the due date. If Customer withholds payment because Customer believes an invoiced amount is incorrect, and Supplier concludes that the amount is accurate, Customer must pay interest on the unpaid disputed amount from the due date until Supplier's receipt of payment. Customer may not offset, defer or deduct any invoiced amounts that Supplier determines are correct following the notification process stated above. Supplier, without waiving any other rights or remedies and without liability to Customer, may suspend Services until all overdue amounts are paid in full.

- Who is your competition in the marketplace?

Dell Response:

Dell Technologies offers one of the broadest portfolios of IT Solutions and Services. Our competition differs depending on the product or service being offered.

The technology market is increasingly competitive, but we don't see one single company or set of companies as our key competitors. Our business is diverse and strong, and we see ourselves in a truly differentiated position in the eyes of our customers. There really is not another company like Dell Technologies out there that can address so many customers needs today and in the future.

- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations

Dell Response:

Dell Technologies FY22 Revenue was \$101.2B. Our SLED business is roughly 10% of the revenue encompassing thousands of customers across the US and Canada and we do over \$1B in each vertical.

More details about our financials can be found at: <https://investors.delltechnologies.com/>

- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$ _____ in year one
 - \$ _____ in year two
 - \$ _____ in year three

Dell Response:

We are unable to estimate anticipated future revenue. Our historical revenue from the NCPA contract is approximately \$150M per year.

- What differentiates your company from competitors?

To find information on how Dell products and solutions compare against competition across a broad mix of head-to-head product comparisons, third party competitive research, compelling blogs and customer stories to make an informed purchase decision, visit the link below.

<https://www.dell.com/en-us/dt/what-we-do/competitor-comparisons.htm>

- Describe how your company will market this contract if awarded.

Dell Response:

Dell Technologies has successfully partnered with NCPA to help its members agencies meet their technology needs. In continuing with this tradition, Dell Technologies will provide a multi-channel plan to market and promote the NCPA Contract.

Supportive of our marketing strategies and communication for the NCPA Contract will be our SLED Strategists who are former government employees or educators. Our Strategy team members are well versed in Technology Solutions for Government and Education, and act as advisors, guides, and champions for the NCPA affiliated State and Local Government and Education Institutions.

Our marketing approach will focus on contract education to ensure optimal utilization by Dell Sales Teams.

Dell Technologies Marketing & Communication Plan for the NCPA Contract

Internal Marketing/Sales Enablement

- Dell Technologies SLED Strategists will conduct presentations to all Dell Sales Teams supporting Education and State & Local Government.
- SLED Strategy Team and Contracts Program Management Office hold monthly calls with our Education and Public Sales Teams – this will provide both an initial and on-going contract update forum.
- Dell Technologies will develop a NCPA Contract Release / Marketing document which outlines the scope of the contract, usage eligibility and contract ordering specifics for Dell Technology Teams.
- Dell Technologies will develop an internal web-based resource to provide details on the NCPA Contract for use by Dell Sales Teams.
- Dell Technologies will add the NCPA contract to the list of nationally available contracts within the public sector and present it during the monthly sales training on contracts.
- Dell Technologies, based on NCPA approval, will cascade all training and messaging to our Dell Sales Teams working with Education and Public Sector customers.

External Marketing/Sales Enablement

- Dell Technologies Public Sector Account Teams will promote the NCPA contract with their customers within the NCPA region with awareness flyers that show the value of the NCPA contract over list price.
 - Dell Technologies will develop, host and maintain a public-facing website with information on NCPA contract use, pricing, sales contacts, and reseller contacts.
 - Dell Technologies, based on NCPA approval, will work with the Value-Added Reseller community to expand the contract for their use in supporting NCPA members. This will be an extension of our current practice with the Dell NCPA Contract.
 - Dell Technologies will work with NCPA to develop Contract Communication Strategies tied to Regional SLED Events. An example would be contract marketing material for use at the “TECH Talk Live” event in Pennsylvania.
- Describe how you intend to introduce NCPA to your company.

Dell Response:

Dell has been on the NCPA contract for over a decade and our contract support teams and sales teams are very familiar with NCPA.

Contract Program Managers (CPM), Regional Account Managers and SLED Strategists are well versed in our SLED contracts. When a customer wants to make a purchase, these team members work with the Account Executive to identify the appropriate contract vehicle to enable the sale.

- **Regional Account Management:** Our regional account teams consists of general, technical, and specialty sales team members, and Dell Financial Services that will serve as the main point of contact for pre-sales design/pricing and post-sale account management activities.
 - **State, Local and Education (SLED) Strategists:** Our strategists are industry veterans who have extensive experience working in universities/public agencies and have led transformation projects. They will serve as advisors to assist customers with their transformation journey.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Dell Response:

Dell Premier offers a suite of complementary tools designed to simplify and expand access to IT purchasing, discover insights for better asset management, and give you autonomy and control of the procurement process.

To learn more about Premier, visit: <https://www.dell.com/en-us/dt/premier-solutions/index.htm>

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

A complete description can be found in Appendix D - Dell Premier for IT Procurement Overview

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Dell Response:

Dell Technologies offers services in over 170 locations globally, including a direct service presence in more than 83 locations. Our technical support team is comprised of more than 7,500 technical support representatives and is backed by over 37,000 Dell Technologies services professionals.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington, Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.

Collaboration is also important, and our 12 Centers of Excellence and Joint Solutions Centers deliver in-house collaboration and industry-leading levels of support, leveraging Dell Technologies' alliances with leading application providers such as Oracle and Microsoft. Beyond this, we have deep partnerships with industry leaders and many cooperative support agreements to accelerate time to resolution for joint customers.

Customer Service boasts customer satisfaction ratings among the highest in the industry and has been widely recognized for leading the industry in established best practices, including best use of measurements and metrics. Dell Technologies has received over 40 Technology Services Industry Association (TSIA) Star Awards—and is a five-time recipient of the TSIA Hall of Fame Award—an accomplishment achieved by only one other company.

Support center coverage is 24/7 worldwide with support coverage delivered according to the customer's selected coverage. If onsite service is needed, the covering support center contacts the local field service representative (24x7 for high-availability contracts), which handles the case according to our formal escalation policy. For more information visit us on the Dell Technologies website:

<https://www.delltechnologies.com/en-us/services/support-services/index.htm>

Service is provided to customers based on their warranty and maintenance contract terms and their selected support maintenance option.

Contact Customer Service:

U.S.: 1-800-782-4362 **Canada:** 1-800-543-4782

Local dial numbers outside of U.S. and Canada can be found here: [Dell Customer Support Centers Phone list](#)

Hours of Operation: 7 x 24 x 365

For more information visit: [Dell Technologies Contact Us](#)

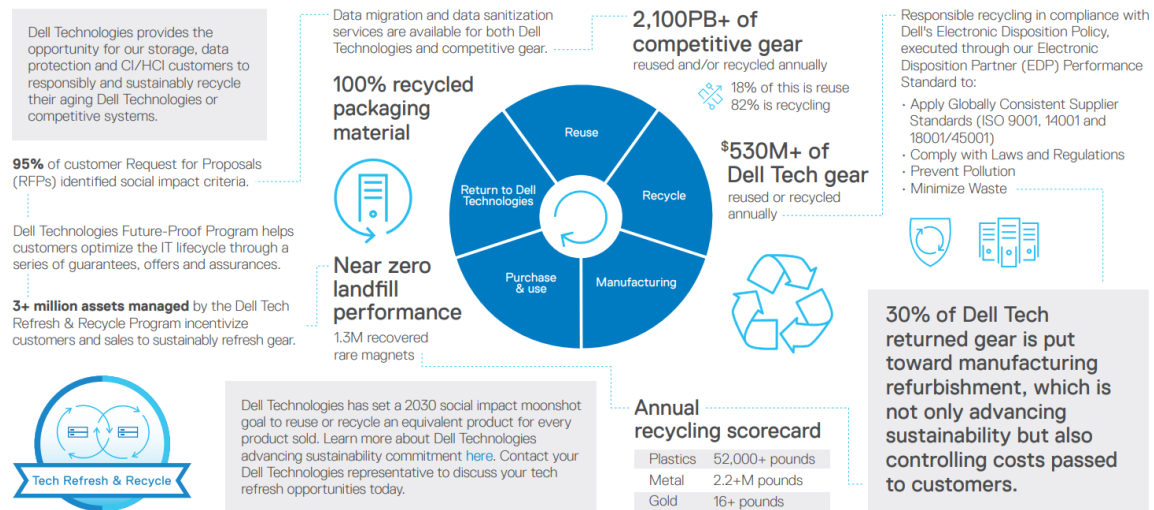
Customers in the USA can access Customer Support from Dell.com
(<http://www.dell.com/support/home/us/en/19?c=&l=&s=>)

Dell.com/support is an online support site with a number of tools that can be utilized by Dell customers. The content and site language is customized by country/region. You can select and default your home country or region at the bottom of the main page. Examples of the site functions are below. Some of these modules are not available in all countries.

- Product Support
 - Software Licenses
 - Warranty & Contracts
 - Order Support
 - Support Videos
 - Online Customer Care
 - Dell Download Center and Drivers
 - Service Request
 - Comprehensive records for inventory management
-
- Green Initiatives (if applicable)
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Dell Response:

Our 2030 Moonshot Goal for [Social Impact](#) focuses on four key areas with [Advancing Sustainability](#) being one of them - By 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging will be made from recycled or renewable material. More than half of our product content will be made from recycled or renewable material. [Tech Refresh and Recycle](#) is one of the many ways in which we are striving to achieve our sustainability goals.



Dell Asset Resale & Recycling Services

We help our customers resell, recycle, or return your excess computer equipment in a secure and environmentally conscious manner that complies with local regulatory guidelines. We meet or exceed all international standards such as the Basel Convention, EU WEEE directives and US environmental and data disposal laws (RCRA, CERCLA, SARA, HIPAA, GLB and CISL). To protect your company's assets and reputation in this area, we help ensure that sensitive information does not fall into the wrong hands while also promoting environmental stewardship.

- **Environmental stewardship:** Systems with no value are recycled in adherence with local regulatory guidelines such as the EPA and WEEE legislation and waste regulations.
- **Brand protection:** We can help you avoid the negative publicity that comes from a disposal process that goes wrong.
- **Retire multi-vendor assets:** Our services can be applied to all IT assets regardless of brand.

Asset Recycling

We encourage our customers to recycle their end-of-life assets. Dell will handle the logistics of properly disposing the excess equipment in an environmentally sensitive way. During the recycling process, IT components are broken down into primary parts with materials separated into groups of ferrous metals, precious metals, and plastics. Once divided, these materials are then sent to specific partners who specialize in the disposal of each unique material.

Asset Resale

We pick up our customers systems at designated location, ship them to our facilities, sanitize the device in alignment with NIST SP 800-88 standard, and audit the equipment to determine the value. We can also help with reselling it to a third party. Equipment that has no residual value is recycled.

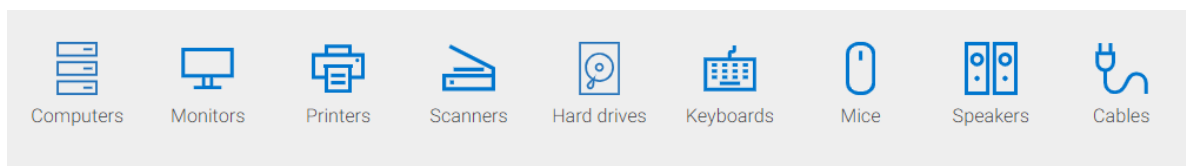
- **Onsite data sanitization option:** Provides an extra level of security because we sanitize the device in a secure environment at our customers site before it leaves your offices.

For customers who require nonstandard service or integrated deployments, Dell can provide flexible services, including custom Asset Resale and Recycling services.

Asset Records Management

We provide a detailed status report on the data sanitization and outcome of each retired system. We also can provide a Confirmation of Disposal to verify that the sanitization was successful or that the drive was shredded to prevent data recovery in the case of a non-functioning drive and that all recycling met or exceeded all local regulatory guidelines. In addition, for all equipment disposals, we provide a settlement report which lists the resell value of each piece of resold hardware and documents any other disposed equipment.

Dell Reconnect



Dell reconnect is a program that has partnered with Goodwill to keep electronics off landfills. Donate unwanted technology to Dell Reconnect and help protect the environment while supporting Goodwill mission of putting people to work. This includes chargers and cords.

- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.

Dell Response:

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world. Please see Appendix B for Dell's Diversity and Equal Employment Opportunity Policy

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service

Dell Response:

Dell is registered in the State of Texas through the Secretary of State office registration #6260510

Please See Appendix G for requested documents.

Tab 5 - Products and Services / Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Dell Response

Please see Appendix E for Dell's Limited Hardware Warranty, and Appendix F for Dell's Return Policy. These can also be reviewed at the following links.

[Dell Limited Hardware Warranty](#)

[Dell US Return Policy](#)

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Dell Response

Dell confirms that initial purchases will be new products. Dell uses new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

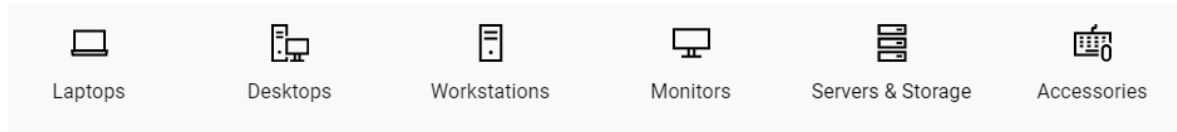
- Laptops / Notebooks / 2-in-1s
 - Tablets
 - Desktop Computers
 - Workstations – Fixed and Mobile
 - Gaming Devices
 - Chromebooks – Education and Enterprise
-

- Servers
- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking

- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell Response

Dell is responding to this RFP with Dell OEM products. We offer a wide portfolio of products that includes:



Our Industry Specific Solutions can be found at:

- State and Local Government - <https://www.dell.com/en-us/dt/industry/state-local-government/index.htm>
- Higher Education - <https://www.dell.com/en-us/dt/industry/higher-education/index.htm>
- K-12 Schools - <https://www.dell.com/en-us/dt/industry/education/index.htm#cobrand=intel>

End User Computing and Peripherals

Desktop, Workstation Hardware

Standard Business Class Desktop, Workstation configuration

We recommend our OptiPlex 5000 and 7000 series Desktops. OptiPlex are the world's most intelligent PC's with built-in artificial intelligence. OptiPlex 5000 and 7000 series desktops learn and adapt to how you work with the intelligence of Dell Optimizer Express Response, which optimizes the performance of the user's top 5 apps so they can work at their full potential and increase productivity.

Specialty Class Desktop, Workstation configuration

We recommend our Precision 5000 and 7000 series Tower, Small Form Factor and Micro Form Factor PCs. Precision offers best in class Innovative Design, Intelligent Performance, Mission Critical Reliability and Immersive Productivity.

Laptop Hardware

Standard Mobile Laptop configuration:

We recommend our 3000 and 5000 series Latitude laptops for a Standard Mobile Laptop experience. Latitude offers industry-leading Innovative Design, Intelligent Collaboration & Connectivity and Sustainability features. Latitude laptops come in 13", 14" and 15" form factors.

Ultrabook Laptop configuration:

We recommend our 7000 or 9000 series Latitude laptops for a Ultrabook Laptop experience. Latitude products are smaller and lighter than ever with narrow border screens featuring ComfortView Plus, a built-in solution that reduces harmful blue light while delivering excellent color.

Ruggedized Laptop configuration:

Dell's Latitude Rugged portfolio of devices offers best-in-class durability, reliability, and field productivity, with both tablet and clamshell models to choose from. Latitude Rugged systems keep you in control of your technology with the same industry-leading security, manageability, and reliability as the rest of the Dell Latitude portfolio. Dell Latitude Rugged systems are also FirstNet Ready™ with Band 14.

Mobile Workstation (Additional Offering):

We recommend Dell Precision mobile workstations as they deliver versatile designs, intelligent

performance, and mission critical reliability to conquer the industry's most demanding applications. From award-winning filmmakers and animators to state-of-the-art architects and engineers our expansive professional portfolio enables you to customize the workstation and optimize them for your creative expertise.

Gaming PC Hardware:

We recommend our Alienware and G-Series laptops and our recommendations for desktops would be the Aurora line (R12, R13, R14) and for laptops would be the M15/M17 (R5, R6) or the X15/X17 (R1). Alienware is the gold-standard when considering gaming devices. Unmatched power and design with leading-edge materials and exceptional engineering, every Alienware device is built to reject limits.

Tablet Devices:

We recommend our Latitude 5320 2n1 and 7320 Detachable devices. Latitude 13" devices offer the perfect balance of performance, scalability and sustainability. The 7320 is the world's most powerful, secure, and serviceable detachable and is also the most intelligent, featuring ExpressSign-in.

Enterprise Chromebooks - Latitude / Enterprise

Enterprise Chromebooks are designed for durability, and some models are with a high standard of passing 17 MIL-STD 810G tests. Offering comprehensive serviceability and easy-to-upgrade RAM, storage, battery and processors so you can easily customize for your business needs.


Education Chromebooks – Student Laptops

The student version of Chromebooks is economically viable while being built to be student tough – rigorously tested beyond Mil-Std, tested to survive 5000 free fall micro-drops, while rubberized edges minimize the impact. Kid-proof keyboard and protected ports save the devices from accidental spills.


Peripherals and Accessories


Dell products are purposely built to work with multiple platforms. Our wide assortment of accessories ensure that the user fully gets to utilize our products.

Electronics & Accessories

 Monitors


 Audio


 Gaming Electronics


 PC Accessories


 Docking Stations


 Networking


 Laptop Bags & Cases

 Printers, Ink & Toner

 Software & Downloads

 Tablets

 Cameras, Photo & Video

 Keyboards & Mice

In addition to Dell branded accessories, we also partner with industry-leading manufacturers to bring you a large assortment of world-class products. These manufacturers include top brands in each accessory category providing a wide assortment from premium to economic choices to suit our customer's budget.



Jabra



JBL



Logitech MK520 Wireless



Alienware RGB Gaming



Targus Drifter II Laptop



Logitech Zone Wireless



Lexmark C3224dw Color



Epson EcoTank ET-M1170



VisionTek VT1000 Dual Display

Our comprehensive accessories are listed in the table below, please note that products may be added or removed from this list:

Docks	Memory	Conference Room Solutions
Laptop Bags	Storage	Large Format Monitors
Power / UPS	Graphic Cards	Televisions
Displays and Monitors	Networking	Mounts and stands
Keyboard, Mice and Stylus	Drones	Charging Carts and Lockers
Cameras	AR/VR	Healthcare Carts / Mounts
Printers	Gaming	Furniture
Privacy Filters and Screen Protectors	Locks	Ergonomics
Audio Accessories	Cables	Home Automation



Additional accessories and options

- C. Cross strap 395-BBF
- D. Shoulder strap 750-AAxB
- E. Spare battery charger 451-BCDF*
- F. Vehicle dock DS-ELL-601
- G. Keyboard cover and kickstand 580-AGLS

^ Some options may not be available in all regions

* Not pictured



Our deep understanding of our customers working environments has helped us select and offer the best accessories for each use case. Our SLED Account Teams are experts in our customer working environment and our offerings that suit them best. Using feedback from our customers, we have worked with third parties to create custom accessories that will deliver the best integration with our products – the image above shows accessories that are designed for our Rugged product lines. These accessories are designed and tested to work in harsh environments.

The benefits of buying from Dell all your 3rd party add-on products are that Dell will provide or facilitate the warranty service and maintenance for all the products on the Master Agreement either directly or pass-through from the third-party manufacturer. This makes it a one stop shop for all your purchase, warranty and sales tracking needs.

Infrastructure Solutions

Dell leverages a modern approach that helps our customers get more value from centralized IT solutions, data lakes, predictive analytics and digital integration. Dell's capability to provide End to End solutions help institutions reduce complexity and cost. Dell transforms higher education IT environments:

- **Data Storage, Management and Protection** - Dell Technologies can streamline data management through customized enterprise content and records management, risk and compliance management,

and data protection. We also can provide digital storage designed to satisfy workload and institutional needs for efficiency, performance and scalability.

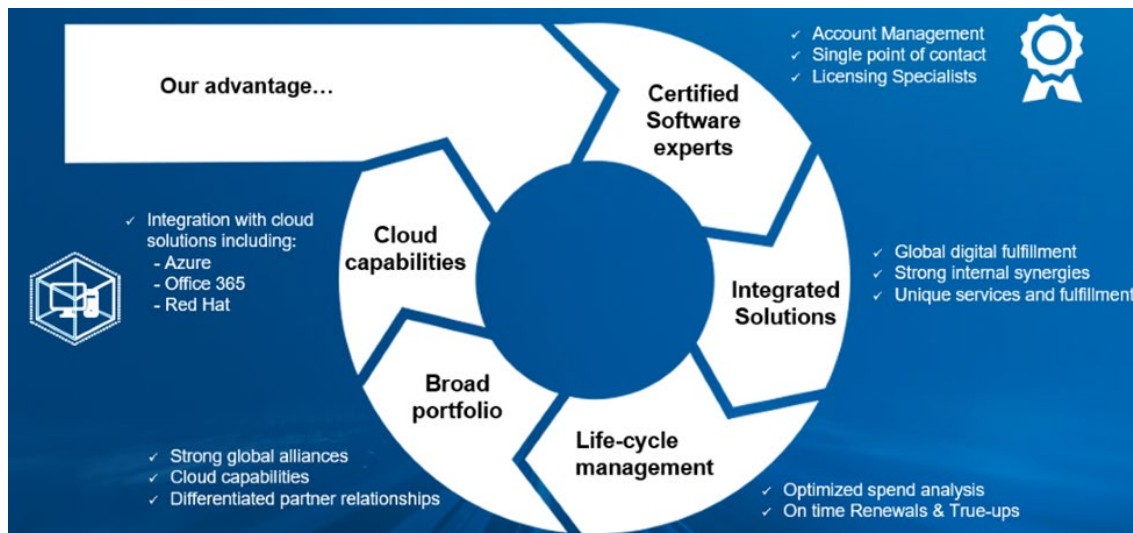
- **Modern Data Center** - Dell Technologies offers automated hyper-converged platforms to modernize higher education data centers and deliver an IT-as-a-service model. This way, institutions can provide primary IT functions to users, partners and the community as a self-service catalog, even in combination with public-cloud and managed services.
- **Digital Campus (IoT)** - Higher education can bridge information islands using Internet of Things (IoT) technologies from Dell Technologies. Our IoT experts work with universities on widely diverse projects. We also offer storage for IoT data and advanced data analytics to gain actionable insights from it.
- **Transform your High-Performance Computing** - From small institutions to some of the world's largest, researchers are pushing their discovery horizons with Dell Technologies high-performance computing (HPC) solutions.

Dell Partner Software Solutions

Dell Partner Software has been serving customers, including educational entities, since 1984, the year when Dell was founded. We make it easy to source traditional and cloud-based software licensing offerings through expertise, reach and influence. Dell Partner Software provides solutions for:

- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell's extensive experience working with software publishers and our customers enables us to efficiently navigate the complexities and processes of software licensing and help advocate for our customers. Within Dell Software, we have an entire organization dedicated to state and local government and educational accounts. This organization is staffed with capable, experienced, industry-savvy, and customer service-oriented people who understand that state and local customers have unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, and many other agency-specific items.



Dell Partner Software provides our customers with the industry's best customer experience along with a number of value-added services—all free of charge. Dell Partner Software also delivers value to our customers by making sure all members of our sales and customer service team receive ongoing training and earn industry certifications from the major manufacturers.

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, VMware, Ivanti, Red Hat, BMC, Citrix, McAfee, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Commercial-Off-the-Shelf (COTS) Software

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, Amazon, VMware, Ivanti, Red Hat, BMC, Citrix, Trellix, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Software-as-a-Service (SaaS)

Dell Partner Software teams with some of the industry's leading providers of SaaS products to provide our customers with a plethora of products that fulfill their SaaS needs. Some examples include Microsoft (M365, D365, etc.), Adobe (Creative Cloud), Amazon Web Services, VMware, and Google (GCP, Workspace) as well as many others.

Platform-as-a-Service (PaaS)

Dell Partner Software is a leading provider of PaaS options for our customers, offering a wide variety of cloud-based solutions. These include Amazon Web Services, VMware, Google, and Red Hat. These solutions provide the platform for our customers to deploy, provision and run applications without needing to build out the underlying infrastructure.

Software Licensing and Maintenance Agreements

Our software specialists are highly trained in the nuances of software licensing and maintenance Agreements, providing our customers with a true trusted advisor to help navigate these complicated agreements. For example, all of our software specialists carry the Microsoft Certified Professional certification, and members of our team hold certifications with a host of other publishers. Not to mention that we have licensing specialists that are solely dedicated to our major publisher partners for a deeper understanding of those agreements.

Subscription Based Software Licenses

Dell Partner Software is a major reseller of subscription-based software licenses across the entire spectrum of the industry. Additionally, our software specialists are highly-trained to assist our customers to help determine the best licensing model that would most effectively meet their business needs, be it subscription, on-premise or a mixed model.

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

Dell Response:

Technology Services Overview:

Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related implementation, deployment, and support services. We manage our services based on a customer engagement model, which groups our services with similar demand, economic, and delivery profiles into five categories of services: Consulting and Professional Services, Deployment and Lifecycle Services, Managed Services, Education Services, and Support Services. Within these categories, we offer a variety of discrete and customizable services to our customers as part of an overall solution. Without going into the extensive range of offerings – [Dell Technologies has over 460 discrete service offerings and can customize the right solution for EVERY customer](#) - let us share some examples on how Dell Services can help accelerate your transformation.

While many customers have a defined IT and Transformation strategy, the underlying roadmap on how to get there is not always clear, resulting in limited executive sponsorship and a lack of alignment across various departments and areas of operations. Our [Professional and Consulting Services](#) can help by assessing your environment and building a transformation, implementation, management, and lifecycle support plan that achieves the desired outcomes aligned to the institutions vision and strategy. Additional specific details around our Workforce Consulting, Application Analysis and Modernization, Hybrid / Multi-Cloud, Cyber Security / Business Resiliency, Data Center Consolidation, and other services are provided here or in the “Value Added” section in this response.

For IT the directive has changed from “do more with less” to “do more with less...faster” as time expectations of the technology world are compressing exponentially. This requires the deployment of new

and more efficient infrastructures, modern collaboration, and communication tools, as well as the right end user devices. Our [Deployment Services](#) can help your organization embrace new technologies by accelerating deployment and adoption so you can execute digital strategies and drive toward the desired outcomes. The services include Configuration and Implementation Services, On-site and Remote site Deployment Services, Image Provisioning, and full Lifecycle Management Services, including sustainable asset recovery and recycling, and additional details around these services are available here and in the “Value Added” section in this response.

[Managed Services](#) allows you to offload day to day IT operations by combining on-site and remote end-to-end management and operation of your infrastructure or client devices, allowing your resources to focus on more value-producing and strategic initiatives. These managed services include a full range of offerings, including on- and off-premises management of client and/or infrastructure, co-location management, security monitoring and a host of other managed services capabilities. Additional details are available here and in the “Value Added” section and the Addendum to this response.

Many organizations recognize the competitive nature of finding and retaining a skilled IT workforce. Dell Technologies Services can augment your in-house skills with consultants and technology experts through Staff Augmentation and expert Residency services, enabling you to shift focus from day-to-day management to critical IT and business initiatives. This includes delivering [Support Services](#) that utilize our experts as well as AI, machine learning and deep learning to optimize performance while predicting, preventing and proactively resolving issues. Further detail is available in the Addendum section of this response.

A full range of training and [Education Services](#) to help you upskill your teams by identifying knowledge and skills gaps and define a continuous learning strategy skills are up to date, for all of Dell Technologies’ hardware platforms and all the most in-demand application, infrastructure, communications, application development and other environments.

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
 - Fair Market Value Lease
 - Purchase Option Lease
 - Tax Exempt Lease Purchase Lease
 - Flex Lease Purchase
 - PC-as-a-Service
 - Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements

Responses:

Dell Financial Services

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. DFS provides a variety of payment solutions that allow our customers to acquire multi-vendor hardware, software and services.

Our flexible payment solutions offer an end-to-end solution across Dell Technologies in addition to products from other manufacturers or vendors hardware, software and services.

Over the past twenty-five years, DFS has originated over \$90 billion in leases. Annually we fund over \$8 billion in revenue, and we currently have \$12.5 billion in managed assets. DFS operates in over 50 countries with 1500 employees around the globe.

Our mission at DFS is to help Public Agencies using the NCPA get the technology they need today and expand acquisition opportunities within current budget allocations. You will find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans, or seeking an affordable method of financing equipment, software, and related services. Our portfolio of payment solutions can help you meet business challenges. DFS is committed to your success.

MyDFS

DFS strives to empower our customers to manage their business with DFS online globally. DFS is in the process of launching a new online portal which will bring a number of exciting capabilities to our customers and will continue to improve the DFS experience.

A highlight of the new enhancements through 2022 will include, but not limited to:

- Dashboard and portfolio visualization
- Provides a consistent look and feel with other Dell platforms including single sign-on
- Contract, asset and invoice data management and document retrieval.
- Online Schedule Acceptance (OSA) – US- Commercial customers only
- Standard and custom reporting capability
- End of lease capabilities at both contract and asset level.
- Customer administration feature to self-manage data and user capability access.
- General support requests

Minority Financing

Through a strategic arrangement with Pharos Financial Services L.P. (PFS), DFS can help facilitate technology ownership and rotation programs to customers desiring a Minority Business Enterprise (MBE) or Historically Underutilized Business (HUB) lessor. Available in the United States only.

These programs can benefit customers in a number of ways:

- Demonstrate public policy support
- May provide bidding advantages on government contracts
- Cultivate greater customer loyalty

The collaboration between PFS and DFS also offers a number of advantages:

- Access to DFS financing program benefits including customized payment structures, electronic invoicing, asset reporting and a flexible end-of-lease process
- Single-source contact for equipment and leasing needs
- One-stop shopping for service
- Speed to production and delivery
- Easy equipment upgrades and enhancements

Unlike a complete outsourcing solution, you remain in total control of key strategic decisions with PFS minority financing solutions.

Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements (“Lease(s)”). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program (“FOD”) as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement (“MFCA”). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule (“Schedule”), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and

conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.

Flexible Payment Solutions Enabled by Dell Financial Services

DFS' payment programs offer flexible end-of-term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annual, in advance.



Pay as You Go Solutions

These solutions are ideal for predictable and stable workloads but can be structured in different ways to accommodate different needs.

Technology Rotation

[Lowest total cost of ownership with multiple structures to support different business cases](#)

Technology Rotation is a business strategy enabling organizations to maintain liquidity, take advantage of current-state technology, and contribute to the circular economy. When you choose a technology rotation strategy, you can structure payments to align to business needs. Whether you need payments to start small and grow as your business grows, you want to align payments with deployments, or you want to simplify billing and asset management, we can customize a solution that meets your exact needs. By utilizing Technology Rotation, organizations can accelerate and enhance digital transformation with a planned refresh of assets that can help overcome challenges throughout the technology lifecycle.

Technology Ownership

[Complete, simplified structured solutions that can improve cash flow](#)

In some instances, it makes sense to own technology. In that case, our technology ownership solution provides a simple structure for you to spread costs over time rather than incurring upfront costs. Complete systems including hardware, software, and services can be purchased this way.

PC as a Service- Lifecycle Management

[Dell PC as a Service \(PCaaS\) delivers a modernized employee experience with a single, predictable price per unit per month.](#)

PCaaS combines the latest hardware, software, lifecycle services and financing into one all-encompassing solution. PCaaS offers one-stop financing for PC hardware, software and services:

- Financing that is seamlessly integrated into the PC lifecycle management process

- Flexible financing options (flex up, down and mid-term upgrades for more than 300 units)
- 36 and 48 month terms
- Dedicated experts with technical knowledge and financial acumen

Software Installments

Lock in costs while beating budget constraints with publishers' pre-paid and multi-year maintenance discounts

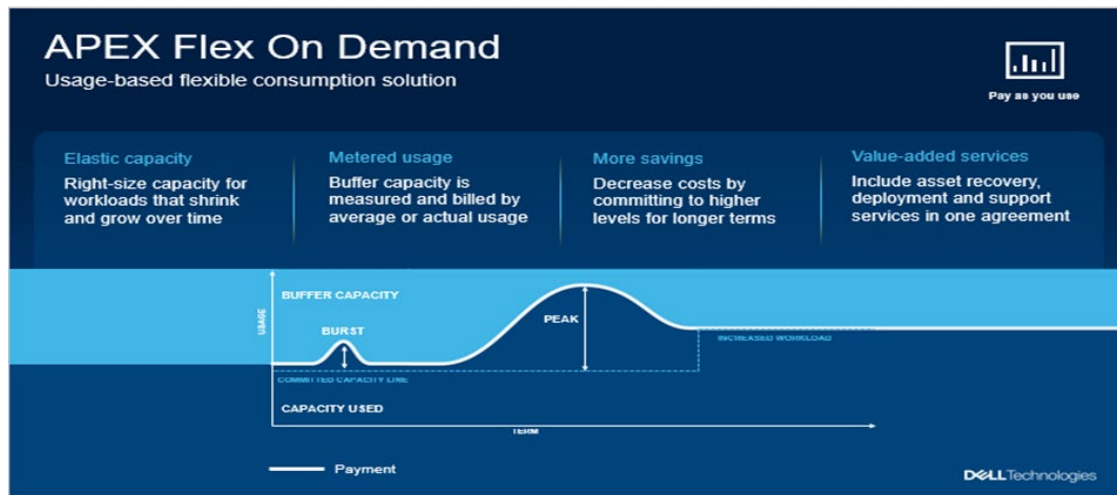
Our Software Installment payments allow you to pay for and access software in more flexible ways. Payments can be tailored to meet your needs including deferrals and can be set monthly or annually. These installments can be applied to software with or without the purchase of hardware and can also be applied to license agreements. (example TLA, ELA)

Payment Flexibility Program

Increase buying power through low rate promotions and payment deferral offerings

Whether you are choosing a rotation or ownership strategy, we realize that flexibility is KEY. We have created a **Payment Flexibility Program** to ensure that you will be able to address budget constraints by taking advantage of low-rate promotions. When cash flow is limited, deferrals can help keep budgets on track and in uncertain business climates you might be hesitant to make a long-term commitment so we are offering shorter terms.

DFS Master Usage Agreement and usage schedule can be utilized for structures: IT as a Service (ITaaS) and cloud related Services offering may include: Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), Storage-as-a-Service, Device as a Service or PCaaS.



APEX Flex on Demand

Customers are often looking for a solution that allows them to pay for only what they truly use. Flex on Demand offers elastic capacity and pay for use economics. Many customers looking to take advantage of public cloud economics and flexibility turn to Flex on Demand. With Flex on Demand you can take advantage of:

Elastic Capacity

Provision the right-sized amount of capacity for workloads that shrink and grow over time – committed capacity can be adjusted as needs evolve.

Metered Usage

Buffer capacity is measured at the technology level and is billed by average or actual usage preventing overspending for underutilized capacity.

More Savings

Determine the level of commitment right for your organization and drive lower usage charges by selecting higher levels of committed capacity and longer usage periods.

Value Added Services

Include asset recovery, deployment and support services in one agreement.

Master Lease Program

For large-scale acquisitions (in excess of \$250,000 in financed equipment over the next 12 months) and/or the ability to upgrade PC-related equipment continually, with minimal additional paperwork, the Master Lease Program is the most efficient choice.



Streamlined transactions - Accelerate the acquisition of IT solutions with a financing process that is seamlessly integrated with Dell Technologies



Simplified acquisitions - Acquire the technology you need from any vendor without renegotiating basic financing terms and conditions



Electronic documentation - Contract within a modern financing infrastructure, where digital documents eliminate the need for hand copy signatures



Self-service - Leverage DFS Online Services to accept lease schedules and view leased asset reports online



Ease of use - Finance the entire transaction by designating 'DFS Lease' on the purchase order

End of Term

The circular economy is aimed at eliminating waste and the continual use of resources. End of term options are focused on making the return part of the cycle easy and efficient. DFS recognizes that an ineffective end-of-term process can diminish the potential benefits of leasing. DFS understands that the elimination of obsolete systems promotes the continued mission of your business and the role of the technology department. Accordingly, your dedicated DFS sales team will work with you to provide the tools to help you make the right decisions at lease termination.

Easy end-of-term process - 6 month notice and options that include renewal, return and purchase of equipment, dependent on contract type.

Auto renewal periods - Practical automatic renewal periods. It's your choice at the end of a lease whether to extend, return, or acquire the asset.

Straightforward returns - A straight forward approach to returns. Acceptance of returned items whatever their condition and stops the lease charges.

Environmental sustainability - Asset refurbishment processes go beyond minimum standards and are regularly reviewed to ensure that they remain as environmentally sustainable as possible.

End-of-Term Administration - DFS feels that one of the keys to an efficient end-of-lease process is a clear customer understanding of the roles and responsibilities of the end-of-lease process. DFS maintains resources specifically to assist you with management of leased equipment coming out of the leasing cycle.

Fewer Damage Charge Categories - DFS offers a simple and easy returns process with only a limited number of missing, wrong, and damaged categories. We do not bill MWD in excess of a system's Fair Market Value and all charges below assume at least 80% of the items are returned without other damages or missing items.

Tab 6 - References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

Dell Response:

The table below shows the number of SLED (State/Local Government and Education) customers that do business with Dell within North America.

	State & Local Govt.	K-12 Education	Higher Education
End User Devices	~12,000 customers	~10,000 customers	~3,500 customers
Infrastructure	~3,000 customers	~1,500 customers	~1,000 customers

Reference 1: High Performance Computing at University of Texas	
Entity Name	Texas Advanced Computing Center (TACC)
Contact Name and Title	Dan Stanzione – Executive Director
City and State	Austin, TX
Phone	512-471-2763
Email	Dan.Stanzione@tacc.utexas.edu
Years Serviced	21
Description of Services	Enterprise & High-Performance Computing

Annual Volume	Annual variance is \$5M to \$60M
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Reference 2: Current NCPA Contract User	
Entity Name	Southern Westchester Board of Education Services (BOCES)
Contact Name and Title	Patrice Duane - Purchasing Director
City and State	Rye Brook, NY
Phone	914-922-3334
Email	pduane@lhric.org
Years Serviced	3 years
Description of Services	End User Devices, Data Center Solutions, Microsoft SW
Annual Volume	Roughly \$10M

Reference 3: Current NCPA Contract User	
Entity Name	Seminole State College of Florida
Contact Name and Title	Dr. Dick Hamann, Vice President, Information Technology and Resources/Chief Information Officer
City and State	Sanford, Florida
Phone	407-708-2258
Email	hamannnd@seminolestate.edu
Years Serviced	25 years
Description of Services	End User Devices, Servers, and Storage
Annual Volume	\$1M

Reference 4: NCPA Contract User	
Entity Name	Rochester City School District
Contact Name and Title	Timothy F Schmandt - Director of Procurement

City and State	Rochester, Ny
Phone	585-262-8538
Email	timothy.schmandt@rcsdk12.org
Years Serviced	30 Years
Description of Services	Client Hardware
Annual Volume	\$1M+

Reference 5: NCPA Contract User

Entity Name	Erie 1 Board of Education Services (BOCES)
Contact Name and Title	Tim Kehoe - Purchasing Manager
City and State	West Seneca, NY
Phone	716-821-7426
Email	tkehoe@e1b.org
Years Serviced	Over 7 Years
Description of Services	Client Hardware, Servers, Storage
Annual Volume	\$6.5M

Reference 6: NCPA Contract User

Entity Name	Monroe One Board of Education Services (BOCES)
Contact Name and Title	Dan Fullerton - Asst. RIC Director
City and State	Rochester, NY
Phone	585-383-2281
Email	daniel_fullerton@boces.monroe.edu
Years Serviced	4
Description of Services	Client Hardware, Server, Storage

Annual Volume	\$4.5M
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Reference 7: Dell Financial Services

Entity Name	Hazelwood School District
Contact Name and Title	David McCorkle - CIO
City and State	Florissant, MO
Phone	314-953-5020
Email	DaveMc@hazelwoodschoools.org
Years Serviced	13 years
Description of Services	DFS - Pharos Financial Services Master Lease Agreement, MBE/WBE Software/Hardware, Servers.
Annual Volume	>\$2M

Reference 8: Dell Technologies Services

Entity Name	MD Anderson Cancer Center
Contact Name and Title	Emil Patel - CTO
City and State	Houston, TX
Phone	713-792-7005
Email	epatel@mdanderson.org
Years Serviced	8 years
Description of Services	Infrastructure Enterprise, End User Client, Desktop, Infrastructure Residency Services, Client Resident Services, Data Center Deployment Services, Managed Deployment, Consulting Services, Application Services
Annual Volume	\$33M

Reference 9: Dell Technologies Services

Entity Name	Lufkin ISD
Contact Name and Title	Brad Stewart - CTO
City and State	Lufkin, TX
Phone	936-630-4303
Email	bstewart@lufkinisd.org
Years Serviced	8 years
Description of Services	Infrastructure Residency Services, Client Resident Services, Data Center Deployment Services, Managed Deployment, Factory Services, Consulting Service
Annual Volume	\$1.8 million

Reference 10: Dell Technology Services

Entity Name	Texas A&M University
Contact Name and Title	Jon Griffey - Director
City and State	College Station, TX
Phone	979-862-9200
Email	griffey@tamu.edu
Years Serviced	10 years
Description of Services	Infrastructure Enterprise, EUC Client, Desktop, Infrastructure Residency Services, Data Center Deployment Services, Managed Deployment, Factory Services, Consulting Services,
Annual Volume	\$15M

Reference 11: Dell Technology Services

Entity Name	The University of Texas Health Science Center at Houston
Contact Name and Title	Tony Murry - IT Infrastructure Director
City and State	Houston, TX

Phone	713-486-4823
Email	tony.f.murry@uth.tmc.edu
Years Serviced	1 year
Description of Services	Infrastructure Enterprise, EUC Client, Desktop, Residency Services, Deployment Services
Annual Volume	\$9M

Reference 12: Dell Technology Services

Entity Name	Phoenix Children's Hospital
Contact Name and Title	Tim Foss - Director of IT/IT Security
City and State	Phoenix, Arizona
Phone	602-993-8504
Email	tfoss@phoenixchildrens.com
Years Serviced	11 years
Description of Services	Enterprise, EUC Client and Desktop, Server, Storage, Data Protection, Cyber Security and Services
Annual Volume	\$5M

Reference 13: Dell Technologies Services

Entity Name	Baker Botts
Contact Name and Title	Olaf Roessner - IT Director
City and State	Dallas, TX
Phone	214-953-6432
Email	olaf.roessner@bakerbotts.com
Years Serviced	5 years
Description of Services	Data Center Deployment Services & Managed Services
Annual Volume	\$620K

Tab 7 - Pricing

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Dell Acknowledges.

A separate pricing file has been uploaded to Bonfire Portal.

Tab 8 - Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

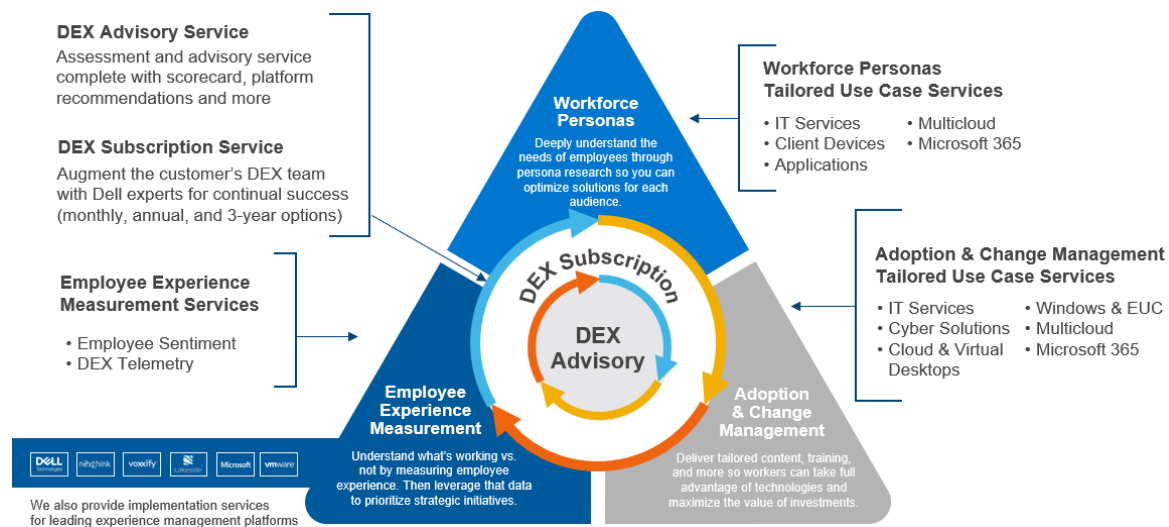
Dell Lifecycle Services

Consulting and Professional Services

Dell Technologies' Professional Services focuses our efforts on addressing transformation initiatives that are encompassed by four main areas – the most common areas we see our customers facing challenges with. Using our outcome-focused approach, Dell Technologies Services accelerate your ability to effectively deliver a wide range of strategy, deployment, migration, and design services for:

- Modern workforce
- Applications & data
- Multi-Cloud
- Cyber Security / Business Resiliency

Digital Employee Experience (DEX) Services



Modern Workforce: Empower your workforce with modern technologies that optimize experiences and simplify the consumption of IT services

- **Digital Employee Experience** - Employee Experience encompasses everything that is experienced (or lived and felt) by employees throughout the course of their day. This includes interactions with the people, processes and technology within your organization. Why should you care? Digital Employee Experience plays a major role in employee happiness. It impacts retention, engagement, productivity and more. In a Harvard Business Review survey, 82% of respondents said employee happiness is impacted by workplace technology, and 77% said good

employees will look to move on without the tools, technology and information needed to do their job well. Digital Employee Experience is one of the most important subsets of Employee Experience and is focused on enabling employees to do their best work with the right technologies and services tailored to their needs.

Dell's answer to these challenges is in helping our clients create successful digital employee experiences by putting your people first and making sure they have what they need to do their best work and be their best selves no matter when or where they work. We take a unique, pyramid approach, helping you with:

- **Workforce Persona Services**
 - Role-based personas to understand each user's IT needs
 - The right applications, data, and devices delivered to optimize experience
 - **Adoption & Change Management**
 - Tailored plans to address the human side of technology change
 - Accelerated technology adoption
 - **Employee Experience Measurement**
 - Measure employee experiences and IT sentiment
 - Understanding of what's working and how to adjust IT strategy to improve
 - **Maximizing your Microsoft 365 Investment** - Dell Technologies provides services for every step of the Microsoft 365 journey, including:
 - **ProConsult Advisory Services for Microsoft 365:** Educate organizations on Microsoft 365, incorporating whiteboard sessions, as-is / to-be discussions, align business outcomes and strategy, and provide a Microsoft 365 roadmap.
 - **Security and Compliance Services:** Designed to help you assess, plan and implement the Microsoft 365 features that will provide your organization with the security posture you need.
 - **Network Readiness Assessment for Microsoft 365:** Leveraging a variety of tools to assess enterprise voice experience and perform synthetic transactions across the Microsoft 365 cloud platform.
 - **Services for Microsoft 365:** Dell Technologies offers a holistic approach to helping customers design, deploy and migrate to Microsoft 365 inclusive of a variety of cloud productivity workloads such as Exchange Online, SharePoint Online, OneDrive for Business, Teams, Teams Rooms, Dynamics 365 and more.
 - **Management Services for Microsoft 365:** Provide ongoing administration and management for day 2 operations of Microsoft 365 environments for customers who are looking to out-source daily care and feeding of their Microsoft 365 environment.
 - **Accelerate Modern Teamwork** - To Accelerate Modern Teamwork, we provide your workforce with a consistent, modern and secure collaboration platform incorporating, personalized experiences built on right devices, apps and peripherals; cloud-based calling and meeting capabilities; services to maximize the value of technology investments and enable day 1 productivity; and intelligent meeting spaces.
 - **Services for Microsoft Teams**
 - Modern teamwork capabilities
 - Digitized legacy business processes
 - Cloud-based calling & meeting
 - **Services for Dell Meeting Space Solutions for Microsoft Teams Rooms**
 - Dell's leading displays and compute infrastructure for Microsoft Teams
 - Intelligent meeting space capabilities
 - **Modern Client Management and Provisioning** - To accelerate modern client provisioning we focus on optimizing the PC deployment, consumption and management experience, and streamlining procurement and deployment of the entire Dell client device portfolio:
 - **Persona-based Ordering**
-

- Workforce Persona Services
 - ServiceNow Premiere Integration
 - **Managed in the Cloud**
 - Client Deployment Assessment
 - Services for Azure Active Directory
 - Connected Provisioning
 - **Managed Services**
 - Managed Detection & Response
 - ProManage
 - Client Managed Services
 - Lifecycle Hub Managed Services
 - **Dell Factory Services**
 - Provisioning
 - Packaging
 - Quick Start for Intune or Workspace ONE
- **Cloud Productivity & Identity** - Dell offers a robust portfolio of solutions to modernize your workplace productivity, collaboration and security tools to enable innovation and drive business forward. Many of our Cloud Productivity and Identity solutions are centered around the Microsoft ecosystem. We're one of the largest and most credentialed Microsoft partners in the world with over 30 gold and platinum certifications and offer end-to-end services including licensing, advisory, planning, implementation and managed services. We're also members of the Microsoft Intelligent Security Association and offer services that align with both the Microsoft Zero Trust security model, as well as the NIST Cybersecurity Framework.
 - **Digital Services Management** - Another key area of workforce modernization is Digital Services Management, which includes self-service portals or IT services platforms. Dell's Digital Services Management solutions are designed to help organizations innovate, optimize and automate IT services for the modern workplace, including digital marketplace services, workflow & automation services and intelligent operations and managed services. We can help you deliver beyond customer expectations and design a digital marketplace experience to drive efficient IT operations at scale. These capabilities:
 - **Digital Marketplace Services** create the experiences that your employees are seeking. We enable you to deliver enterprise services through a consumer-driven digital experience tailored to role and requirements. These experiences and interactions drive employee adoption of automated self-service ordering and fulfillment.
 - **Workflow & Automation Services** accelerate implementation of end-to-end workflows that drive consistent repeatable, reliable, and auditable operations. The Dell Technologies difference here is we provide direct integration with our systems, databases, and supply chain to accelerate end-to-end fulfillment of service requests.
 - **Intelligent Operations & Management Services** help our customers achieve data-driven operations by unifying their enterprise technologies and infrastructure with the NOW platform. By unifying all your data sources, you can leverage telemetry and insights to proactively manage, predict, and self-heal to minimize downtime and disruption to the business.
 - **VDI & Workspace Platforms** - Dell's Virtual Desktop Infrastructure (VDI) and Workspace Platforms truly enable work from anywhere with secure solutions and hosted VDI options that simplify IT management and provisioning. This has become especially important for our clients adopting a hybrid work model, but remote and hybrid work isn't the only scenario that benefits from VDIs. Virtual desktops are more efficient than ever to deploy, manage, and seamlessly integrate with existing workplace apps and services, providing a centrally managed, secure, cloud-hosted environment for modern teams to thrive.

Applications & Data Services

Gain a competitive edge using modern data and application patterns and technologies

- **Application Portfolio Optimization** - All IT organizations need to decrease cost and complexity to be successful. Eliminating technical debt and simplifying the IT environment will deliver business results quickly while increasing agility and speed to adapt to the rapidly changing world. Looking across the entire application portfolio we define which applications should be made cloud native, which can benefit from operational efficiencies, which should adopt more effective operation models, and which should be retired.
- **Attribute Discovery** - To make an accurate decision for an application's future state requires data about that application. Depending on the depth and breadth of target landing zone options being considered, over 100 attributes may be needed. So, for a portfolio of 1000 applications, this could mean over 100,000 attributes will be needed to complete the analysis. We do this by leveraging existing assets and tools and where needed, using advanced electronic discovery tools to give us a complete picture of your existing application landscape.
- **Investment Strategy** - Prior to considering where to land an application and how to get it there, each application needs to be assessed to determine if the application warrants investment and, if so, how much. This requires looking at the impact the application has on the business first, then considering technical, operational, architectural and design issues as a follow-up. Determining where an application should be deployed in the future is critical. Our Cloud Disposition service provides the answers you need to transform each application in your portfolio and determine whether you Retain, Retire, Modernize, or Migrate.
- **Landing Zone Strategy** – Dell Technologies Services will help you look at selecting the best landing zone for each application. It is important to note that the analysis shifts and along with business characteristics, more technical characteristics come into play.
- **Transformation Pathway** - Our eight 'R's approach to transformation pathways helps organizations determine the end-state and disposition of applications. Our model has evolved from 4 basic dispositions (Retain, Retire, Rewrite, Re-platform), to the more comprehensive 8-step process listed below. This expansion was based on the need to meet the challenges of an "aaS" market that has grown in size and complexity. More importantly, we focus on the work effort associated with each pathway and weigh that against the near and long term risks and benefits with each.
 - **Replace** - Eliminate the former application component altogether and replace it, taking new requirements and needs into account
 - **Rewrite** - Rebuild or rewrite the application as cloud native while preserving its scope and specifications
 - **Refactor** - Materially alter the application code to a new application architecture and fully exploit new and better capabilities of the application platform
 - **Replatform** - Restructure and optimize existing code without changing its external behavior to remove technical debt and to improve the component's features and structure
 - **Rehost** - Redeploy the application to a cloud infrastructure without recompiling, altering the application code, or modifying features and functions
 - **Retain** - Leave the application in its current state. These applications may be re-evaluated at a later stage for potential rewrite. These can be migrated as forklift or P2P
 - **Retire** - Retire the application as it may be at end-of-life stage or its functionality has been replaced by another application
 - **Retire & Archive** - Archive the application data to support long-term data access and compliance and retire the application
- **Application Migration Services** – Applications that are implemented on existing infrastructure may not be able to provide the scalability and resiliency needed to meet these needs. In some cases, virtualizing applications on newer, more modern platforms is the answer. In other cases, businesses may look to leverage private, public or hybrid cloud environments to achieve the flexibility, scalability, resiliency and economy they desire. And sometimes packaged applications and operation systems may need to be replatformed and

upgraded. For all of these cases, existing applications may need to be redeployed from their current operating environment to another environment. **Dell Technologies application migration services** provide a factory-based approach to application migration. With this approach, we address the end-to-end migration life cycle from discovering dependencies, to developing the migration plan, to executing the migrations, to validating the migrated applications

- **Cloud Native Apps** - Cloud-native describes the patterns of high performing organizations delivering software faster, consistently and reliably at scale. DevOps, Continuous Delivery and Microservices provide the how, why and the what of cloud native. DevOps is how we approach the cultural and technical changes required to fully implement a cloud-native strategy. Continuous delivery is why software is becoming cloud-native and microservices is the software architecture pattern used most successfully to expand development and delivery operation and avoid slow, risk, monolithic deployment strategies.
 - **Application Modernization for PCaaS / CaaS** - Quickly identify and transition applications to cloud platforms with minimal refactoring. Three (3) sprints are the standard starting point. Over the course of the engagement, we evaluate architecture and operational decisions as well as development and deployment practices. Our work culminates in a prioritized backlog of improvement opportunities; foremost recommending tactical changes and enhancements that will reduce technical debt of container platform scalability, improve test automation, and introduce continuous delivery.
 - **Enterprise DevOps Implementation** - DevOps services help align your application development and IT operational teams through the use of agile techniques – including sprints, continuous integration, and continuous deployment – as part of the SDLC process. Offerings range from **Advisory services** to **Implementation services** designed to prove viability, to develop patterns and repeatable processes, and full scale implementation. Transformation of application development and operational teams by improving the way that people, processes, and technology work together.
 - **Infrastructure as Code Design and Implementation** - The **Infrastructure as Code (IaC) Design & Implementation service** builds the requisite tool chain and delivery pipeline to manage infrastructure and changes to infrastructure using best practices from software development and release management disciplines. This service introduces new tools common to software development, like version control, and couples them with automation capabilities. This service then maps them to new practices and processes for creating, updating, monitoring, and managing infrastructure services.
 - **Solution Architect Advisory** - Support from product specialist and subject matter experts to overcome unique challenges. Working together to improve project outcomes and maximize on-the-job skills enablement. The **Solution Architect** will work on a prioritized backlog with designated project anchors from your organizations throughout the duration of the engagement.
- **Data Driven Enterprise** - We offer our customers a portfolio of services that are based on the years of experience from our team of consultants and engineers so that they are repeatable and have predictable outcomes. Dell Services use proprietary methodologies that are designed to help customers get the maximum value from their Dell Technology investments in the shortest amount of time with the least risk possible. And our portfolio allows us to work with you no matter what your needs might be, whether you are already moving through the transformation process, or just beginning, we have services that will meet you wherever you are in your digital journey. Our goal is to help you in your business's transformational journey.
 - **ProConsult** - Apply standard offering and methodology to planning of analytical platform and architecture modernization
 - **Technology Advisory** - Develop a technology architecture and roadmap to implement new or enhanced capabilities into a production environment

- **Healthcheck** - Assess existing architecture and provide recommendations to better align it with industry best practices and benchmarks
- **Data & Platform Migrations** - Migrate legacy data platforms to more modern, Hadoop-based platforms
- **Solutions & Storage Implementations** - Integrate Dell Ready Solutions for AI / Big Data or architectures using Dell EMC storage products (e.g., Isilon, ECS)

Multi-Cloud Services

Optimize cloud infrastructure services to cost-effectively drive business growth

- **Cloud Platforms** - There are many considerations when building a cloud service delivery model. Dell Services provides a variety of **consulting, design, advisory, and implementation services** for an organization's multi-cloud journey. We know it can be challenging to define and implement a coordinated cloud strategy. We've seen this firsthand, as we have consulted thousands of customers on their cloud adoption journeys. Through these engagements, we have identified and refined a proven **four-step approach** that helps organizations better understand the tasks that are necessary to meet objectives across various lines of business. In each of these areas, there are technology outcomes needed to deliver on business outcomes. While each of these are important for you to ultimately be successful, each of the downstream activities rely on the decisions made during the Strategize stage.

Whether your organization is undertaking a company-wide cloud transformation or scaling your cloud to accommodate special workloads, Dell Technologies offers a broad portfolio of services to empower your teams and help you realize your business outcomes. From strategy, implementation, adoption and scale, speed your path to productivity and extend your cloud environment to on-premises, accelerating innovation and delivering even more value to your business.

- **Cloud Strategy** – Align on strategy across business, development and IT; Architect desired future state, roadmap the processes; Identify KPI/program success metrics; Validate performance and readiness metrics
 - **Cloud Implementation** – Validate operational readiness for your entire organization or individual departments; Create on-demand, self-service catalogues; Integrate with core IT operational systems; Align resiliency plan with business needs for recovery
 - **Cloud Adoption** – Create a cloud/SRE operating model; Migrate workloads, apps and data to run on your infrastructure, on or off-premises; Enact policy and governance programs; Monitor performance and productivity
 - **Cloud Scale** - Integrate on-going roadmap for business and technology; Analyze and validate success metrics; Capture employee experiences
- **Operating Model for Multi-Cloud Platforms** - Modern operating models support service-oriented IT (XaaS Model) and optimize both experience and cost transforming IT into a strategic business partner that drives innovation. For an organization to truly transform from a traditional IT model to an “as a service” cloud model which will deliver transformative value to the businesses they support, the transformation must incorporate people and processes...the operating model. We utilize a four-step method to fully extract the benefits of your cloud platforms:
 - **Strategize** - Align leadership to support transformation; Identify the organizational structure, roles and skills needed to the support transformation; Empower employees with training and new skill building; Gain employee buy-in and build morale to support a smooth transition.
 - Transformation Strategy Workshop
 - Multi-Cloud Roadmap
 - IT Operating Model Design
 - Cloud Education Services

- **Implement** - Design the processes that enable IT to support business requirements; Deliver standardized services supported by repeatable processes and automation; Condition effective cross-functional communication and streamline operational process handoffs.
 - Value Stream Mapping
 - IT Process Design
- **Adopt** - Increase clarity and alignment between business goals and IT developments; Simplify service consumption and increase end user satisfaction with a robust catalog and self-service portal; Drive adoption of self-service offerings to reduce exception and costs; Optimize your service catalog tailored to role; Define financial chargeback model for services rendered.
 - Service Catalog Design
 - IT Financial Management
- **Scale** - Assess progress towards goals, objectives and transformation KPIs; Conduct employee IT pulse check to assess employee engagement and satisfaction with cloud services and experience; Reassess objectives and priorities to integrate into the roadmap
 - IT Experience Measurement
- **Data Center Modernization** – Dell Services helps the customer data center modernization efforts by mitigating risk and cost of a data center migration and modernization using our **patented, application-centric approach and automated tools**. One of the things that Dell Technologies Services has observed through working with clients on thousands of successful data center transformation programs is that there is a range of objectives for a data center transformation program. These objectives can range from highly strategic to more tactical concerns.
 - From a strategic business standpoint, data center transformation reduces costs and maintains service continuity, an important concern in the 7x24 cloud era.
 - From an application standpoint, data center transformation provides an opportunity to replatform applications on modern software-defined cloud infrastructure. From an infrastructure perspective, data center transformation increases scalability, agility and rapid innovation.
 - From a tactical facilities standpoint, data center transformation can lower power and cooling costs, which can be substantial, through modern data center infrastructure and thoughtful facilities placement.

Dell Technologies can help you work through and identify all these objectives with our proven approach to data center transformation.

- **ProConsult Advisory Core for Data Center** – provides perspective from experienced data center professionals for their IT executive team, in a 3-week engagement, resulting in custom recommendations and a roadmap for improvements.
- **Data Center Strategy** – service defines and optimal consolidation plan examining internal and external data center alternatives.
- **Application Blueprinting** - analyzes the inventory of applications in the current enterprise portfolio and discovers the interdependencies among applications and between applications and infrastructure.
- **Data Center Migration** - implementation of your transformed data center strategy. Our application-centric approach uses patented tools with verification methodology to mitigate risk and decrease overall cost.

We can also tie some or all these services together into a comprehensive data center transformation initiative.

Resiliency & Security: *Implement a strategy to reduce business interruptions and achieve a non-stop digital business*

- **Cyber Security** - The near-constant attacks we've seen represent a massive increase from years prior, but a few concerning trends have been steadily rising. More and more insiders to organizations are involved in these attacks and if an organization is impacted by a destructive attack, they're not confident in their abilities to recover after an attack. Typically, attackers begin by taking an initial look at how they might penetrate the organization and move quickly to either utilize an exploit or a phishing type attack to gain access to the networks. This is where **prevention and monitoring solutions** are critical to thwart attacks at this phase, as well **training and education programs** for employees so they are well versed in phishing techniques and how they can avoid being a victim.

If the attack progresses further and the bad actor gains access, their first interest is establishing a foothold in order to expand the impact of the attack. In the case of a ransomware attack, this is how they're attempting to get payment, by grinding normal business operations to a standstill. In this phase, it's critical that organizations have **advanced detection and response** abilities to identify anomalies and quickly determine how to respond to the threat. Depending on how this is handled and how quickly a response effort takes place, the organization may be able to reduce the impact of the attack before it spreads further.

The final step is where the attack is launched and the impact realized by the organization. If they haven't been successful in identifying and stopping the spread through these prior phases, it becomes more likely that there will need to be some kind of **recovery effort** to fix the impacted critical systems and get the business back up and running.

Dell Cyber Security Services include:

- **Managed Detection and Response** - monitoring critical parts of your business – endpoints, networks and clouds – by a team of experts certified to monitor, analyze and respond to suspicious activity around the clock.
- **Cyber Solutions** – purpose-built to isolate critical backups of data and business applications so that in the event of an attack, ensuring a path to recovery. The key to a Cyber Recovery Solution is to ensure it's related to recovery of **entire business processes** so if an attack has brought down, your organization has their most critical applications ready to be recovered and return to business as usual
- **Incident Response and Recovery Retainer** - reactive support that we can implement at a moment's notice to help you recover after a cyber incident. It also should be considered proactive in that you can set an organization's strategy today on who you will rely on for an incident response initiative, so if and when that happens, Dell Services will be the one to respond for support and help.
- **Cyber Recovery & Resiliency** – Dell Services help our customers focus on reducing the attack surface and shifting to a proactive mindset
 - **Advisory and Design** – We create a strategy for vault isolation, security, operation and reporting and design/ advise other infrastructure needed in the vault (firewall, network etc.)
 - **Deploy and Implement** – Deploy PowerProtect DD in the CR Vault, Cyber Recovery software and configure policy, deploy in the Cyber Recovery vault and integrate with vault data domain
 - **Runbook and Validation** – Dell Services Consulting documents processes to recover data
 - **Operate and Manage** – Dell offers a range of supplementary services on top such as Managed Services, Residency and Education
 - **Managed Services** - Manage day-to-day vault operations; Drive consistent procedures and testing; Monitored 24x7x365 by global operations team; Support recovery operations

- **Residency** - Extend skills and capabilities with certified technical experts; Increase resiliency, minimize security risks, support data recovery & restore options and optimize Cyber Vault components to ensure a smooth run state; Monitored and daily operations of Dell's Cyber Recovery Solution 8x5.
- **Education** - Cybersecurity Training & Certifications can include Introduction to IT Frameworks and NIST; CompTIA Security+ and Certification Readiness; Implement the NIST Cybersecurity Framework; User authentication, access controls and security standards
- **STIG Hardening Services** - STIG Security Hardening is the process of treating security weaknesses, compliance gaps, vulnerabilities and misconfiguration before a system goes into production. Security Technical Implementation Guides (STIG) Security Hardening uses prescribed federal government security guidelines aligned to NIST 800-53 standards, to deliver tighter, in-depth security control and maximized protection of IT assets.
- **Zero Trust** - Leveraging the Microsoft Zero Trust model enables you to secure your digital workplace in a way that doesn't interfere with productivity, and Dell has developed an accelerated path focused on the Microsoft ecosystem that helps you:
 - **Assess & Strategize** – Cybersecurity Advisory with Zero Trust Roadmap; Security Assessment for Active Directory and Azure AD
 - **Build a Secure Foundation** – Implementation Services for Active Directory and Azure AD; Securing Microsoft Identities with Entra
 - **Secure Identities, Data, and Apps** – Getting Started with Defender for Identity; Getting Started with Defender for Endpoint; Securing the Microsoft 365 Workloads with Defender for Office 365; Implementation and Advanced Configuration of Defender for Identity w/ Microsoft Sentinel & ServiceNow; Unified Data Governance with Microsoft Purview
 - **Adoption & On-Going Management** - Incident Recovery Retainer Service / Managed Detection & Response; Adoption and Change Management

Deployment Services

Deployment Services for Client Solutions

- **Configuration & Deployment** - Dell Configuration and Deployment Services accelerate onsite or remote deployments by executing the configuration tasks required to prepare a system for installation and integration. This eliminates time spent imaging and configuring new systems desk-side or at a staging location. It ensures new systems arrive ready to use out of the box. Just install and connect to the network. Services include:
 - **Imaging Services**
 - Imaging
 - Connected Provisioning
 - **Systems Configuration**
 - Connected Configuration
 - Application Install
 - BIOS Settings
 - Hard drive partitioning
 - 3rd Party Hardware Install
 - **Asset Identification**
 - Asset Tagging
 - Asset Reporting
 - **Client Deployment** - Users want minimal disruption when they get a new device, and IT departments need to maintain the system's fitness, security, reliability, and efficiency over the life of that system. Relying on Dell Technologies to assist in this space may be a

prudent option for organizations looking to focus on their business and not on mundane IT tasks.

ProDeploy Client Suite Feature comparison		Basic Deployment	ProDeploy	ProDeploy Plus
Pre-deploy	SDM - Single point of contact for project management	●	●	●
	Self service portal for configuration control & updates	●	●	●
	Deployment engineer develops implementation plan	●	●	●
	TSM engagement via ProSupport Plus	●	●	●
Deploy	Connected Configuration	●	●	●
	Provisioning for VMware® WorkspaceOne™	Add-on	●	●
	Load an image: WIM, Ghost or ISO or ImageAssist	Add-on	●	●
	Configure BIOS settings	●	●	●
	Asset tag applied to each system	●	●	●
	Standard asset reports	●	●	●
	Onsite installation of client system available 24x7	●	●	●
	Project documentation with knowledge transfer	●	●	●
	User settings & data migrated to new system	●	●	●
	Securely wipe data from retiring client systems	●	●	●
Post-deploy	30 day post-deployment support	●	●	●
	Training credits for Dell EMC Education Services	●	●	●

- Client Deployment Services include:
 - **Client Deployment Assessment** – The CDA is targeted towards customers who are interested in understanding and streamlining their deployment processes and inherent costs. The findings will help improve efficiency of deployment, reducing time and cost, reduce complexity and maximize impact throughout the process. Dell will collect information on a customer’s deployment process through a combination of customer interviews and IDC data. The result is the delivery of an actionable implementation plan with real achievable cost savings. This a no-fee service for qualified customers.
 - **Remote Installation Services**
 - **On-site Installation Services (24 x 7)**
 - **Data Migration Services** - Up to 100 GB data migrated with the Dell Migration tool from a legacy to new PC
- **Connected Provisioning** – Dell Services configure more than 11 million systems a year, so we have the experience regarding the processes and now, by leveraging the cloud, we are speeding up the way devices are configured. Connected Provisioning helps get a customized device to the end user faster with fewer touches. We leveraged our long-standing configuration and provisioning expertise, to help modernize the execution, which means seamlessly and securely preconfiguring in days instead of weeks or even months.
 - **Simplify the Process** – Through TechDirect IT manages the registration, enrollment and provisioning of their Dell ordered devices from their own cloud UEM environment.
 - **Less IT Touch** – Time, work and bandwidth moved from customer environment to supply chain. Cloud based deployment so no access to customer’s on-premises environment is required.
 - **More IT Control** – Scalable. Profile based configuration management per order gives the customer flexibility and control to assign & configure devices to a specific group of users.
 - **Quicker End User Productivity** - Tasks like enrollment, loading applications, modifying BIOS settings, installing updates, domain joining, and security settings can all be pre-formed prior to first end user logon.
- **Asset Recovery** - Asset Recovery Services help you retire IT equipment in a secure and sustainable manner and unlock value that can be put towards future innovation. We leverage our long-standing security expertise, environmental compliance and commitment to sustainability to help you seamlessly transition from old to new technology while protecting what’s important.

- **Logistics** – We will help resale, recycle or return to lease **any** brand of client hardware (and servers); we collect equipment from the designated location(s) and ship it to our facilities; customers can schedule pickups, monitor the progress of every asset, and view all activities related to your service through our centralized online portal
 - **Data Security** – As part of the resell and recycling service, Dell sanitizes devices offsite at our facility and in alignment with NIST SP 800-88 r1 standard data sanitization requirements; devices will be verified to confirm the sanitization was successful; if sanitization is not successful, we physically destroy the drives to prevent data recovery in alignment with NIST SP 800-88 r1 standard
 - **Environmental Compliance** – Systems (including batteries and components) are recycled in adherence with local regulatory guidelines; the e-waste process is documented through the entire chain of custody until final disposal; Dell does not permit e-waste to be exported to developing countries either directly or through intermediaries; we vet, audit, and hold our partners accountable to the highest standards of environmental compliance and data security
 - **Resell and Recycle** – Upon receipt, we assess the equipment and provide you with the residual value of your assets via Electronic Funds Transfer; customers can also request an appraisal of your existing assets at any time to make informed decisions about when to retire; before reselling, we sanitize the devices in alignment with the NIST SP 800-88 r1 standard which can be done offsite or onsite for extra security; if there's no residual value, we recycle the devices in compliance with regulatory guidelines
 - **Lease Return** – When you reach the end of your lease, we help transport equipment back to the company from which it was leased
 - **Reporting** - Customize and download dynamic reports anytime through the online portal – order views, service credit usage, value payments and pick-up status; confirmation of Disposal to verify sanitization was successful (or the drive was destroyed) and that all recycling met or exceeded local regulatory guidelines; final report that documents asset type, serial and asset tags, resale value of each piece of hardware resold any materials recycled
- **Client Residency Services** - A client residency engagement could include a wide range of technological proficiencies including:
 - Windows 10 migration
 - Application packaging
 - Unified Endpoint Management (UEM)
 - VMware Workspace ONE
 - Microsoft Windows Autopilot/Intune
 - Microsoft Endpoint Manager and MDT
 - BitLocker/MBAM
 - Dell TechDirect
 - Dell ImageAssist
 - Dell Connected Configuration
 - Dell Client Command Suite
 - Dell Migration Tool
 - Dell Support Assist
 - Dell Data Encryption
 - **Endpoint Security Services** – Typically, we hear about three areas that are problematic for our customers:
 - External Threats
 - User Behavior
 - Limited Security Resources

Dell Endpoint Security software plus Endpoint Security Services help customers manage the growing cyber risk while embracing workforce transformation

- **Endpoint Security Software** – VMware Carbon Black Cloud; Encryption Enterprise; Absolute; Netskope
- **Endpoint Security Monitoring Services** – Ongoing monitoring of customer endpoints performed by experienced Dell threat analysts; Customer alerts sent via management console when malicious activity is detected; Detailed threat response recommendations delivered the next business day; Business hours monitoring with next business day response; Kickoff meeting with dedicated project manager to set expectations, requirements
- **Endpoint Security Implementation Services** – Review of environment; Software installation or SaaS activation; Configuration and custom policy settings; Pilot implementation and measure against a test plan; Knowledge transfer
- **Endpoint Security Advisory Services** - Project assistance from a Dell technical security expert , with 4 or 8 hour remote options, or multiple day onsite options

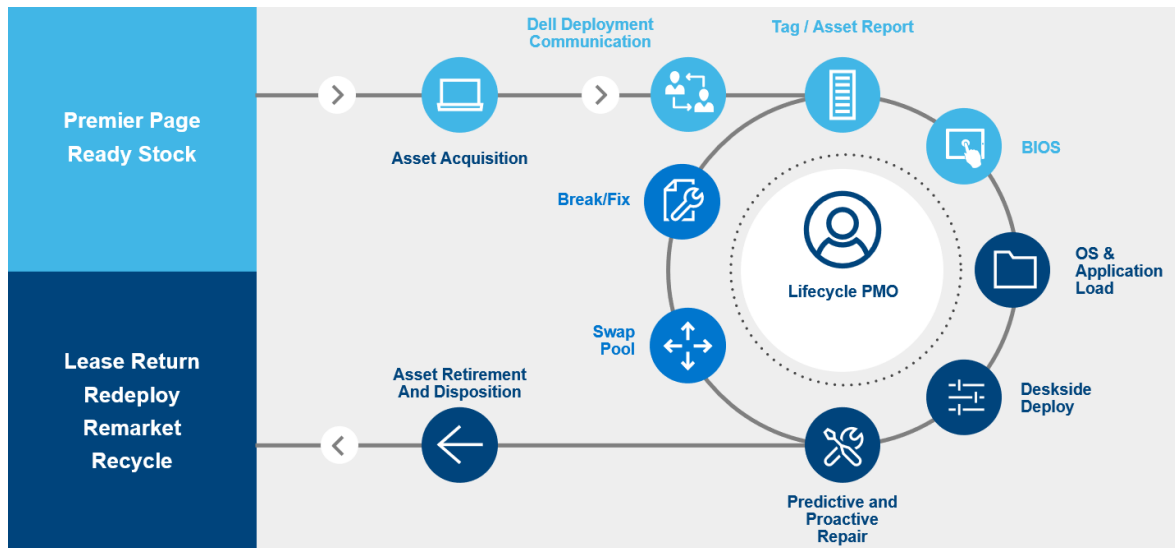
Deployment Services for Infrastructure Solutions

- **Enterprise Services / Rack Integration** - When you choose Dell Technologies Services to help with your implementation, you will get the right people, the right tools and the right processes to accelerate your transformation. Starting with an assigned project manager to be your single point of contact for the entire process and a global staff of certified technicians. Racks, components, shipment prep and packaging are customized to your specifications and reports are tailored to your needs. We deliver white glove logistics and easy part replacements if something fails. You will receive your hardware ready to use before invoices, warranties and support contracts begin.
 - **Rack Integration Services** - Dell can engineer, integrate, configure, deploy and install custom rack technology into any data center environment.
 - **Configuration Services** - Receive your new technology custom configured to meet your needs
 - **ProDeploy Installation Services** – everything from basic hardware installations through planning, configuration and complex integrations.
- **Infrastructure Deployment and Implementation Services** - Maximizing technology on day one takes the right training, insights and expertise. ProDeploy Enterprise Suite is here to help, with the right fit to accelerate deployment up to 4 times faster from planning through implementation and beyond. ProDeploy Infrastructure Suite is made up of 4 offers: **ProDeploy Configuration Services, ProDeploy Rack Integration Services, Basic Deployment, ProDeploy, and ProDeploy Plus.**
 - **ProDeploy Configuration Services** – provide custom system settings, labeling and other common needs. ProDeploy Rack Integration Services provide full configuration and racking of the technology including custom cabling and logistics.
 - **Basic Deployment** – consists of the hardware installation during normal standard business hours.
 - **ProDeploy** – consists of your hardware installation and configuration of the software using offshore resources.
 - **ProDeploy Plus** –you in-region or onsite resources to complete the engagement for the customer. It also includes additional features such as Post Deployment Configuration Assistance and Training Credits.
- **Infrastructure Residency Services** - With Residency Services, certified technical experts help you achieve businesses objectives and fulfill outcomes. Directed by you, residents act like an extension of your IT staff to enhance internal capabilities and resources, helping you realize faster adoption and maximized ROI of new technology. We assign the best resource to meet your needs, delivered onsite or remote, for however long you require.

- **Data Services** - Services that complement our Deployment Services for the Enterprise Suite, these offers provide dedicated expertise focused on data and security needs for infrastructure solutions
 - **Data Migration** - Data is one of your organizations most important resources and you need that data to fuel business growth. But distributed data can keep valuable insights out of reach. Our experts help efficiently move data from where it is, to where it will drive innovation. We migrate data every day, all over the world, in any situation you can imagine. Whether you are upgrading technology, changing platforms or leveraging cloud, our experts use proven tools to streamline migrations and provide you a faster time to value. Our Data Migration Services provide greater control, security and value through standardized processes in planning, execution and knowledge transfer. We lower risk through expert-delivered, dependable best practices developed over 30 years of data migration success. Our goal is to improve data availability and migrate your data efficiently with greater data integrity.
 - **Data Sanitization / Data Destruction** - Our portfolio of enterprise services apply to infrastructure products in a data center, including all of our Dell EMC infrastructure solutions and similar 3rd party non-Dell branded products. We offer 3 distinct services that vary depending on your business' need.
 - **Data Sanitization** is a software-based method of securely overwriting the data residing on a system to render it unrecoverable. We offer 2 versions of this service.
 - If you want to refresh and redeploy assets in your environment, having data wiped but retaining the asset, we have **Onsite Data Sanitization Services**. With these we come to your facility, sanitize the data, and your systems never leave your location.
 - **Data Sanitization Offsite with Asset Resale and Recycle** is best if you are looking to eliminate assets from your environment and are interested in resale or recycling. We come and pick up the assets, remove them from your facility, and perform the sanitization at a secure site. After sanitization is complete, we evaluate the system for resale value. If it can be resold or reused, then you will get some money back. If no resale value is found, or the products are too old, we will proceed to responsibly recycle the asset. This service is only available on specific Dell EMC server and storage products and related 3rd party systems. And, both sanitization offers are only able to be performed on systems that are in working order.
 - **Data Destruction**, which is performed on all infrastructure products, both Dell and non-Dell branded systems, and on systems that are no longer operational. This service is a process of physical shredding the asset to make the data residing on it completely inaccessible. For this service, we come to your business site, pick up the asset and put the data bearing component through the shredder. Once shredded, everything is automatically recycled.
 - **STIG Hardening** - This service will help customers implement STIG configurations. Published by DISA, STIG is a defined set of NIST 800-53 industry standard security controls that help minimize the security attack surface on IT assets to protect against cybersecurity attacks.

Managed Services

Dell Technologies can provide a complete range of end user, infrastructure, storage, and security managed services, for any customer.



- **Client Lifecycle Managed Services:** Dell can provide a complete managed framework for your entire client environment, including but not limited to the following. These programs can be acquired as part of an institution's capital purchase / refresh, as an operating lease, or as an "-as-a-Service" model.
 - Asset acquisition and warehousing
 - Device provisioning and updating
 - Campus, local, or remote deployment and installation
 - Software and application management
 - Asset tracking and management
 - Predictive / proactive repairs
 - Moves / Adds / Changes / Re-Deployments
 - Walk up or Dispatch for Break / Fix
 - Service Desk
 - Asset Disposition

- **Infrastructure and Storage Managed Services:** Dell Technologies can provide the widest range of *Infrastructure and Storage Managed Services* available. These are pre-defined and custom-designed solutions, intended to meet the requirements of small, medium, large institutions, with centralized or remote management infrastructures. Depending on the unique customer needs, these managed services may include:
 - Account management
 - Predefined service levels
 - Incident/change/capacity management & remediation
 - Performance monitoring
 - Patching & updates with scheduled maintenance windows
 - Audit and compliance reporting
 - Secure remote connectivity

- Monthly billing

The range of infrastructure services includes but is not limited to the following list below. Additional artifacts are available; please check with your Dell Technologies Services account team for more details and specifics:

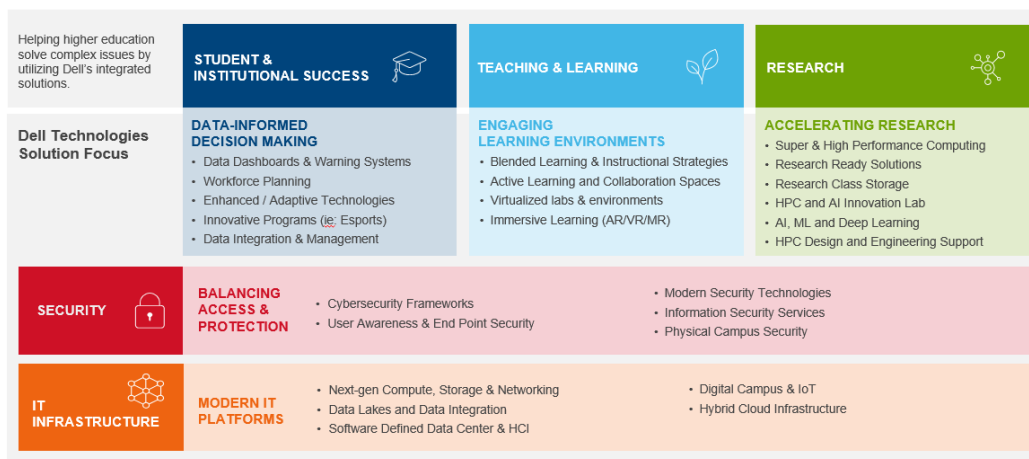
- **Infrastructure:**
 - Compute
 - Storage
 - Backup
 - Infrastructure
 - Cyber Recovery
 - Includes options for hosting
- **Workloads:**
 - Private Cloud
 - Containers
 - Cloud Native
 - VDI
 - HPC
 - AI / ML Ops
- **Multi-Cloud**
 - Hybrid Cloud
 - Microsoft Azure
 - Amazon Web Services
 - Google Cloud Platform
 - VMware Cloud
 - Other public clouds
- **Managed Co-Lo Services**
 - **Deployment**
 - Deploy in colocation facility and connection to Dell's service management used to create and delete resources on the supported cloud platforms
 - Configure remote management and interconnections
 - **Event Monitoring and Security**
 - 24/7 Monitoring alerts, thresholds & trends on space, power and networking in the colocation site
 - **Incident Management**
 - Manage incidents in the colocation site and problems to resolution
 - **Operational Management**
 - Maintain service management infrastructure for secure remote access
 - Configure network interconnections and manage networking capacity
 - **Execute service expansions in colocation space**
 - **Continuous Improvement**
 - Ongoing review of procedures, configurations, skills

Innovation in Education with Dell Technologies

Today, education is at a pivotal moment. Schools, colleges, and universities are in the middle of a significant shift in educational models, delivering both unique learning models and student campus experiences through digital transformation. Students are increasingly taking advantage of technology on demand to meet their own learning needs and chart their own path to workforce readiness. This change around why, how, and when students are learning is a driving force behind the growing need for advanced technology in higher education on campuses.

Digital transformation in higher education

Driving innovation and student success through Digital Transformation



Based on Dell research, we believe that 85% of the jobs that will be available in 2030 have not even been invented yet. In 2030, we'll value skills like contextualized intelligence, in-the-moment learning, automation literacy, entrepreneurial mindset, and personal brand cultivation. More than anything, the ability to gain new knowledge – to learn – will be valued more than even the knowledge that people already have. So, we see our North Star - how can institutions begin to address students' expectations in order to best prepare them for that future/changing world? At Dell Technologies, we love finding new ways to help our educational partners innovate, to bring new and exciting topics and methods of learning to the modern student.

A handful of the creative programs we are currently engaged in are:

Soar with MENTOR

Soar with MENTOR is a program developed by Dell and Intel for students to inspire, educate, and equip a cohort of select female students with the necessary knowledge, skills and dispositions to be successful in life, and possibly at Dell Technologies in the future. We recognize the importance of diversity and inclusion in all organizations and believe that providing development and mentorship opportunities to female post-secondary students will help assist in the future success of these students.

We have already begun to work with the University of Colorado campus champions to bring this program to CU students as the first of it's kind in the United States ([previous programs have all been in Canada](#)).

SOAR with MENTOR

Mentorship
Experience
Networking
Trust
Opportunities
Reach

Program Objectives

- Support diversity and inclusion initiatives within higher education institutions and organizations in STEM and business related fields
- Through mentorship, create a female-centric ecosystem to increase interest and confidence in STEM and business related fields.
- Develop career readiness skills to thrive in a fast-paced and changing world

Program Outline

4 virtual sessions over a three month time period with your cohort of female students

Sessions will include:

- Career readiness keynotes
- What's happening in Tech today
- "Mentor speed meeting"

Improve Career Readiness

- Engage female-identifying students in learner-driven experiences to support career development

Develop Mentorship

- Foster the pursuit of academic and career aspirations of women through mentorship

Build Capacity

- Learn about innovations in the Technology industry

Students learn digital branding and professional online presence

"The sessions have taught me not to sell myself short; if you're discouraged by something, don't give up – keep trying!" ~ Mentee Cohort 3

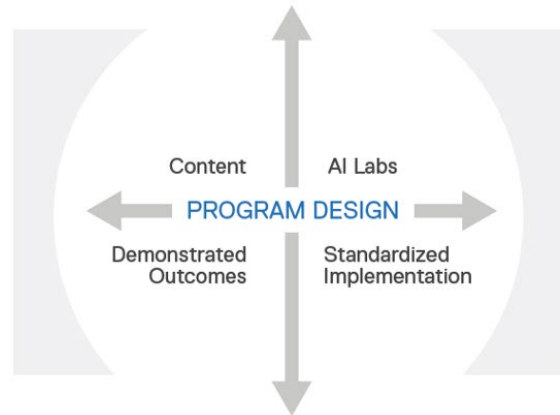
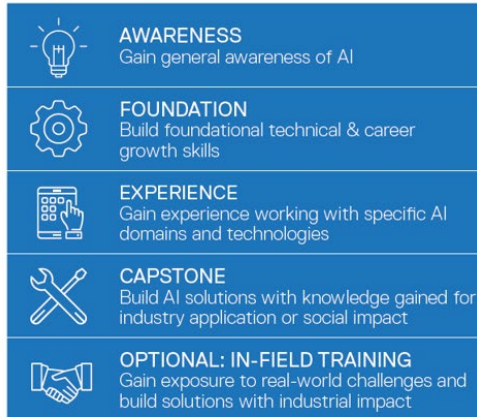
Launching US programs this year. Customizable for your university's needs and objectives.

See <https://bit.ly/DellSwM> for current program examples and information!

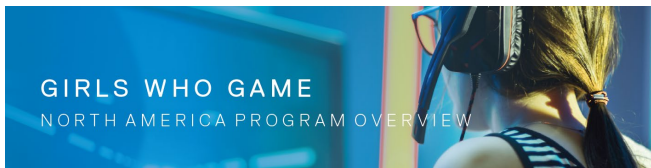
AI For Workforce

Dell Technologies and Intel have implemented a comprehensive AI readiness program in partnership with post-secondary education systems and governments worldwide. In the US this program goes a bit further to focus on building the future AI-ready workforce through post-secondary opportunities with the objective of 'empowering learners and workers with AI skills in an inclusive way'.

Skilling Journey



Girls Who Game



Offered through a partnership between Dell, Microsoft and Intel, the “Girls Who Game” program encourages girls to get into the world of gaming, exposing them to new ways of applying STEM learning. This is an engaging technology-based program designed to captivate female students in grades 4-8 in learner-driven experiences to build their technology, leadership and communication skills. We have also brought educational opportunities via a pilot internship program for young women in secondary education via the Girls Who Game Equity program, teaching them how to host professional panels that are streamed live on public streaming services.

We at Dell Technologies believe that our partnership runs deeper than just making sales. Some of the ways we can help elevate those sales made on campus are:

Classrooms of the Future

With more students requiring a mix of in-person and online learning through HyFlex models, Dell Technologies has partnered with numerous K-12 and Higher Education institutions to improve collaboration between faculty and students regardless of how they attended class. Many schools and universities need to deploy a connected classroom solution while staying within budget requirements. One example of a connected classroom setup Dell has recently helped build at a regional university in the West, uses a Dell 75-inch 4K interactive touch monitor, Dell OptiPlex Micro desktops and Windows Whiteboard software instead of traditional smartboards, Dell PCs and projectors. In these classrooms, any number of remote or in-person students can see and interact with a virtual whiteboard. This includes adding notes, sharing files

and running applications. The CIO of this university shared with us that “faculty utilizing this innovation, can simply pull up a file that has a template whiteboard image and instantly pick up where they left off in their last class as well as spontaneously present rich media content and annotations”.

Educational Road Shows / Guest Lecture Series / Educational Strategists

Dell Technologies prides ourselves on the expertise and knowledge of our team members. Not only do we have expert client specialists and technologists to help explain and elaborate on the newest in our hardware offerings, but we also have a dedicated team of educational strategists. Our education strategists are former educators and staff from academia who are well versed in [Technology Solutions for Higher Education](#), and will act as advisors, guides, and champions for the University of Colorado.

In addition to understanding the higher education landscape, partnering with the University of Colorado on webinars and speaking engagements, and being champions for academic institutions, Dell Technologies Education Strategists can also help in a variety of other functions:

Strategy

- Have conversations about strategic initiatives at higher education institutions
- Participate in discovery meetings with higher education leaders
- Assist CU in their IT alignment of goals and plans to Institutional Strategic goals and plans
- Serve as higher education consultant and advisor
- Serve on advisory boards
- Facilitate Visioning Days and Dell Tech Days
- Participate as **thought leaders** in the industry via keynotes, speaking at industry events, PR, blogs, social media, and whitepapers (such as the upcoming whitepaper in partnership with the Chronicle of Higher Education featuring the CU Boulder Libraries program and research study around helping students obtain adequate hardware – to be published very soon!)

Relationships

- Foster **new relationships** with university executives and build the bridge to the Dell team
- Develop agendas and participate in **Executive Briefings at Dell Centers**
- Make **connections** across and within institutions
- Help **foster and develop collaborative partnerships**
- Focus on building **relationships** outside of IT
- Help our customers network with each other and **share best practices**

Innovation

- Advance cultures of innovation and **transformation**
- Support learning transformations with **students at the center**
- **Research** technology solutions and provide information to customers

Our founder, Michael Dell, expresses it succinctly in his quote “Our business is about technology, yes. But it’s also about operations and customer relationships.” Dell Technologies has shown that we not only care

about education and its impact on the world but are actively engaged in dedicating resources to be the best possible partner for academic organizations.

Elevating CU Gaming Initiatives

We have built a strong relationship with the various CU Gaming groups, working to help elevate their mission of establishing the University of Colorado as a leader in the academic, career pathway, and research arenas of gaming and esports. A local and national expert in this field, [Dell Education Strategist Danielle Rourke](#) frequently engages with faculty, staff, and students at CU campuses and works to bring advisory and volunteer opportunities to them to help elevate their goals and involvement in the state and beyond. She hosts a monthly gaming council collaborative of esports leaders from around the state of Colorado to help advise the CDHE on ways Colorado can become the future hub of educational esports. This group created a report for the CDHE called “Report and Recommendations on Gaming and Esports in Colorado” (*please ask for report if desired*) and has helped advocate for a statewide esports league in higher education.

Dell Technologies was also a gold-level sponsor of COLTT 2021 and Danielle facilitated the session titled “[Esports in Colorado Higher Education - More than just a game](#)” with CU Gaming Director of Esports as a speaker.

We have also brought opportunities for the student leaders from CU Gaming to be an integral part of conferences such as the 2022 Phi Theta Kappa Catalyst conference’s inaugural multi-day esports events. [Our appreciation for their involvement](#) was only matched by the potential opportunities and networking connections they gained from the event.

Dell Technologies also already has a solid relationship and presence at the University’s various on-site retail facilities:

[Dell Member Purchase Program](#)

Dell Technologies and the University of Colorado have an extensive partnership for faculty, staff, and students to purchase and earn rewards through our Member Purchase Program:

[What is the Member Purchase Program?](#)

MPP is a membership program within the Dell Consumer branch. Members include employees, family, friends and students of your organization or school. We offer a wide array of benefits to our members, including but not limited to:

- Exclusive monthly offers
- Best price guarantee on consumer PCs from Dell
- Dedicated Dell contact for help with purchases, custom programs and more
- Free enrollment in Dell Rewards Program


[Best Price on Dell.com](#)

Dell MPP provides your employees and/or students with several advantageous benefits with a goal of putting the right consumer technology in their hands. Take advantage of the customized programs and dedicated resources to elevate the savings and purchase experience. To take advantage of these deals, please visit [Dell.com/CU](#). Your Dell MPP contact is Alissa Stevens, who can be contacted at Alissa_Stevens@Dell.com or 512-723-6273.

Dell Rewards Program

Dell Rewards is an added benefit for your employees when they enroll in MPP's free reward program. Your employees will receive 3 percent back every time they purchase with their Rewards membership to use on thousands of top-brand electronics, plus free expedited shipping. Learn more at: Dell.com/rewards.

Included in our [Progress Made Real](#) goals for social impact, Dell Technologies believes that sustainability is a critical factor in the future of not only our business, but all life on our planet. We recognize it is also important to our educational customers and have created many initiatives to be a partner in sustainability. One such program is our annual [Erase E-Waste Sweepstakes](#):



HOW TO ENTER

Dell Technologies is inviting U.S. K-12 schools, universities, colleges, and state and local governments to erase e-waste by hosting an e-waste recycling drive.

REGISTER


Register to participate and Dell Technologies will send you a digital kit to make it easy to conduct an e-waste recycling drive.

COLLECT

Safely conduct a drive to collect and recycle used consumer electronics. Learn more about e-waste and where to recycle with [Dell Reconnect and Asset Resale and Recycling Services](#).

SHARE

Post a photo or video of your recycling drive on Twitter, Facebook or Instagram using #EraseEwasteSweepstakes and tag @DellTech for official entry.

[Register Now](#) 

We also have recycling programs via our services organization.

Dell Technologies also believes strongly that today's students are tomorrow's valued team members. We have a number of programs to help prepare students for their future careers in technology:

Student Tech Crew



Student TechCrew

Offered only by Dell Technologies, the Student TechCrew program offers **hands-on experience and industry certifications**, plus opportunities for students to compete globally for prizes and patents

Read more at [StudentTechCrew.com](https://www.studenttechcrew.com).

DELLTechnologies

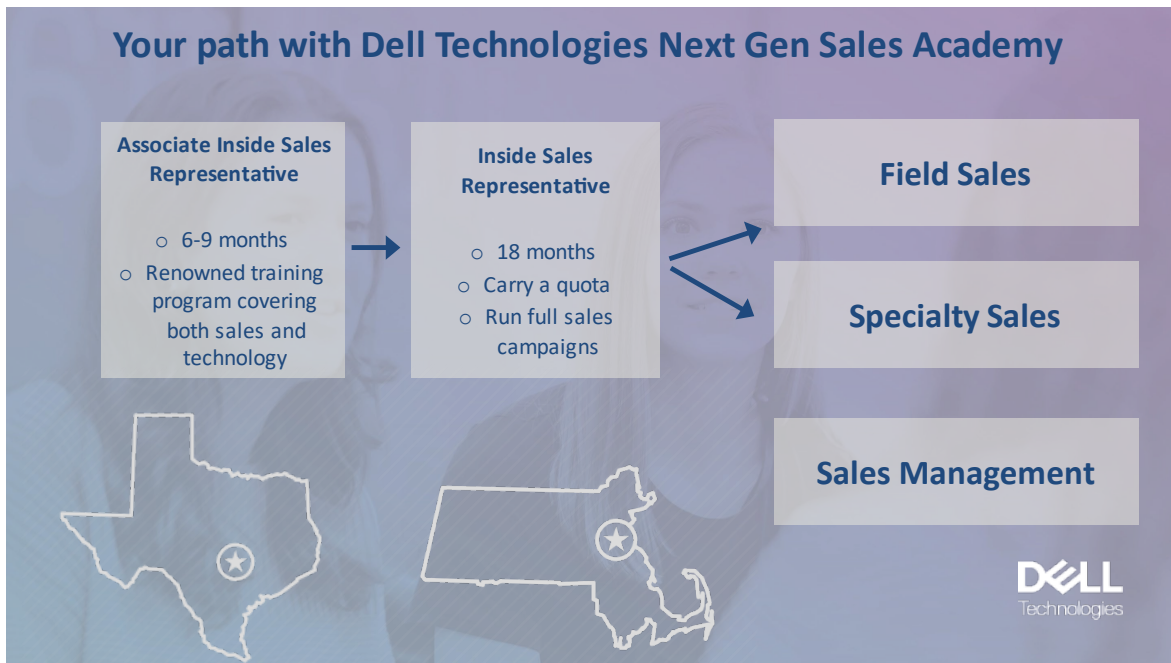
Dell Student TechCrew is a student-led IT helpdesk on high school campuses which promotes future career skills and learning via hands-on experience as students help their peers and school staff members with technology issues. It began as a pilot for the 2019-20 school year in the U.S. and Canada. Students who participate in the program become certified Dell technicians via the Dell TechDirect Program, which gives participating campuses access to an increased number of technicians by training, leveraging the expertise of students to serve students.

As part of the Dell Student TechCrew curriculum, students receive industry-standard training to service Dell desktops and notebooks. They also complete the required training to become Dell TechDirect-certified technicians. The program teaches student participants to fix computers while also building their professional career skills. The curriculum is divided evenly between technical training and the “soft skills” required for 21st-century careers.

We also offer technology certification programs that universities can utilize to train students for future careers. Please see this [customer story](#) between students of Fayetteville State University and the City of Fayetteville.

NextGen Sales Academy

NextGen Sales Academy was created to build the next generation of Dell Technologies sales leaders and field sellers. Through an industry-leading training and enablement program, we are focused on developing ambitious early in career talent along an accelerated career path. Our sellers focus on data center technology. The program is a 2-3 year commitment, with a requirement to relocate to either Round Rock, TX or Hopkinton, MA for the duration of the program.



Dell Technologies Internships

At Dell Technologies, we are always looking for the next generation of innovative thinkers to drive our business forward. Whether students are looking for internships, co-ops or development programs, we'll help them build the skills they need, while working on [meaningful projects](#) starting on day one.

Students start by exploring our <https://jobs.dell.com/internships> website for opportunities that sound intriguing to them, such as:

ENGINEERING	+
Client Solutions Group Engineering Intern Program	
FINANCE	+
Dell Financial Services Internship Program	
HUMAN RESOURCES	+
Human Resources Rotation Program – Internship (HRRP)	
IT	+
IT Intern Program	
MARKETING	+
Marketing Intern Program (MIP)	

We also have a number of volunteer opportunities for our programs (like Girls Who Game and Soar with MENTOR) that we have worked with our university hiring team to recognize as important differentiators on student resumes.

Tab 9 - Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

Please see requested documents beginning on the following page.

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 a Participating Agency expends federal funds, the Participating Agency and Offeror 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.

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(B) 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 a Participating Agency expends federal funds, the Participating Agency reserves the right to 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 Offeror as detailed in the terms of the contract

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(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 CFR 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 a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Not applicable. Not a construction contract*

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance 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. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

*Not Applicable

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be 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 a Participating Agency expends federal funds, offeror certifies that offeror 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 Participating Agency resulting from this procurement process.

*Not Applicable

(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 Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

[*Not Applicable](#)

(G) 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 Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above [**If the contract exceeds \\$100,000, Dell certifies compliance of the referenced clean air act.**](#)

(H) 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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror 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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency [Dell Agrees](#)

(I) 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 Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror 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:

- 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.
- 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.
- 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 all subrecipients shall certify and disclose accordingly.

****If the contract exceeds \$100,000, Dell certifies compliance of the referenced lobbying and disclosure laws to the extent possible****

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

****To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell agrees.****

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror 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).

***Not Applicable**

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Not applicable to commercial IT Products

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror'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 offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

****To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell Agrees****

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Dell Agrees

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

Dell Agrees

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they 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.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Dell Agrees

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

It will apply "to the extent determined by the FTA to be applicable to this particular contract based on the status of the grantee and the type of contract issued".

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

Dell Agrees

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

Dell Agrees

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

Dell Agrees

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Dell Agrees

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

Dell Agrees

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Dell Agrees

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made.

Dell Agrees

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Dell Marketing L.P.

Address One Dell Way

City/State/Zip Round Rock, Texas 78682

Authorized Signature *Stacey Skala*

Date 11/16/2022

*To the best of my knowledge and belief.

ANTITRUST CERTIFICATION STATEMENTS
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.

Company Name Dell Marketing L.P.

Address One Dell Way

City/State/Zip Round Rock, Texas 78682


Telephone Number 512-720-7429

Fax Number n/a

Email Address stacey.skala@dell.com

Printed Name Stacey Skala

Title Proposal Manager

Authorized Signature 

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

Proposal Legal Notes

Dell Technologies conducts operations through its subsidiaries and is the parent company to contracting legal entities Dell Marketing L.P. and EMC Corporation.

The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.

Terms & Conditions

This proposal will remain valid for 120 days from the date of submission of the proposal. Final pricing and other legally binding contract terms must be agreed or confirmed between the parties.

Dell is submitting this proposal subject to the exceptions to the REQUEST FOR PROPOSAL (RFP) FOR Technology Solutions, Products and Services, SOLICITATION NUMBER 45-22 (RFP) terms and conditions included herewith. Dell welcomes the opportunity to negotiate its exceptions and the terms and conditions to come to a mutually acceptable governing agreement with customer. Dell's submission of a proposal does not indicate acceptance of those RFP terms and conditions identified in our exceptions.

If the RFP allows customer the discretion to reject a bid that takes exceptions to the RFP terms and conditions, Dell requests the opportunity to review and discuss its exceptions with customer further.

Disclaimer

This proposal (and information contained herein) is provided to you for information purposes only. Dell Technologies is not responsible for any errors or omissions relating to this proposal or that may occur as a result of the passage of time. In addition, Dell Technologies may improve or change this presentation or improve or change its products and service offerings from time to time, without updating this proposal. Please contact your sales representative for updates or additional information.

Confidentiality

This proposal (and information contained herein) is Dell Technologies Confidential Information, and your access and use are subject to and governed by the terms of your written nondisclosure agreement with Dell Technologies. In the absence of an applicable, written nondisclosure agreement between you and Dell Technologies, your access and use of this proposal (and information contained herein) shall be limited as follows: you will maintain the confidentiality of the Dell Technologies Confidential Information with at least the same degree of care that you use to protect your own confidential information, but no less than a reasonable degree of care under the circumstances; you may use the Dell Technologies Confidential Information only for the business transaction between you and Dell Technologies ("Purpose"); you may disclose Dell Technologies Confidential Information only to your employees who have a need to know the information for the Purpose and are legally bound by similar nondisclosure terms; and you will not disclose Dell Technologies Confidential Information to any other employee or to a third party.

Note

This information may be exempt from disclosure under open records and/or freedom of information act (foia) statutes and regulations. Dell reserves all rights available to it under applicable law to appeal any disclosure to a third-party accordingly.

Pricing Notes

Dell will provide the minimum discounts for the offers described in the Discount Category Matrix on Tab 7. The discounts are applied to Dell's then current Manufacturer Suggested Retail Pricing (MSRP) and Dell reserves the right to change the MSRP (which would also change the discounted selling price) at any time to apply to future orders. Regardless of the Category in which they may be sold, Dell shall not be obligated to provide any discounts with respect to APEX-branded products or offerings.

Dell maintains a Retail Price list online located at: <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing. For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Tab - Appendices

Included on the following pages:

- Dell and the Environment
- Dell's Diversity and Equal Employment Opportunity Policy
- Dell Supplier Diversity Program
- Dell Premier for IT Procurement Overview
- Dell Limited Hardware Warranty
- Dell Return Policy
- Dell Financial Services

Appendix A - Dell and the Environment

Our Ability



We help our customers minimize their environmental impact by delivering energy-efficient products and easy, responsible electronics recycling.



We also aim to reduce environmental impacts throughout the sustainability life cycle. This approach means designing our products with the environment in mind, finding more eco-friendly ways to build and ship them, and working to reduce our collective footprint.

Design

Designing with the environment in mind from the very start ensures all Dell products and services help customers reduce their impact and meet their goals.

- Environmental Design
- Follow the Eco-label

You want eco-friendly products without sacrificing performance or reliability. Instead of one eco-friendly product, we design all products with the environment in mind. We're committed to developing innovative products and services that help you do more while minimizing your environmental impact.

All product design follows our Design for Environment specifications where we make choices that can minimize impact at each stage of the product life cycle. Also, a large number of Dell products are registered to ENERGY STAR and EPEAT eco-labels to make it easy for you to choose.

Build

Building responsibly means our operations, and those of our supply chain, are committed to operating sustainably. It's good for business and good for the planet.

- Zero Waste
- Climate Change

As a global citizen, Dell is committed to minimizing the impact that our operations, and those of our supply chain, have on the planet and the communities we live and work in. We believe it's possible to succeed in business without doing harm to the environment.

Central to this idea is the practice of using resources responsibly. With energy, water, forestry resources and on the manufacturing floor, we avoid waste in all its forms and work with our supply chain to do the same. We strive to recycle them back into usefulness or to obtain them from renewable and sustainable sources.

Additionally, we recognize that climate change is real and we all have a role to play in transition to a lower-carbon economy. Success is possible through a combination of global emissions reductions, efficiency improvements and a transition to renewable energy sources. To these ends, we have committed to measuring and reducing the impact of our own operations, including our supply chain, our own operations and the impact of our products and services.

Ship

From renewable packaging to smarter shipping, Dell takes an innovative, strategic approach to efficiently delivering products around the world every day.

Packaging protects products. Shipping gets them where they need to go. Reducing that impact requires a strategic commitment to reducing waste by shrinking packaging, selecting renewable materials and striving to make our packaging recyclable, so it doesn't become a customer's waste problem. It also requires constant optimization of an expanding supply chain, always looking for the efficiencies that reduce trips and cut emissions, all while ensuring customer products arrive safely and on time.

Use

Every day, customers are using Dell products and services to help them reduce their environmental impact and achieve their sustainability goals.

Whether to mitigate risk, create new opportunities, reduce operating costs or improve their brand, companies are looking to reduce their environmental footprint. Increasingly, our customers are realizing that technology can be a major driver of this transformation.

But green IT — technology that itself leaves a smaller footprint — is not enough. We help our customers look at IT for green technology that enables them to address their sustainability goals and take control of their resources in a way that creates value. While better design will minimize environmental impact throughout a product's life cycle, the true measure of technology's power is how our customers use it to unleash new possibilities and change their world.

Recycle

Recycling is critical to helping drive sustainability, returning materials to usefulness. Around the globe, we offer easy, responsible recycling options.

- Business Recycling
- Dell Reconnect

As technology is progressing quickly, e-waste is piling up in our offices and homes, or worse, our landfills. According to the Environmental Protection Agency, over 200 million pieces of computer-related e-waste are being generated annually. Yet, only approximately 18 percent is being recycled, which leaves over 150 million pieces of equipment in our landfills each year.

To help prevent the environmental impacts of e-waste, Dell provides multiple hassle-free options for disposing your e-waste responsibly and keeping it out of our landfills either directly or through our partnerships.

Dell's moonshot goal is that by 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging materials will be sourced from recycled-content or renewable materials. More than half of our product materials will be sourced from recycled-content or renewable materials.

Appendix B - Dell's Diversity and Equal Employment Opportunity Policy

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world.

Dell is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind

Dell is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at Dell are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. Dell will not tolerate discrimination or harassment based on any of these characteristics.

Dell's Commitment to a Workplace Free of Discrimination and Harassment is Far Reaching

Dell's commitment to equal employment opportunity applies to all persons involved in the operation of Dell's business and prohibits discrimination or unlawful harassment by or between any Dell employee, including officers, supervisors and coworkers, or applicants for employment at Dell, or by or between any Dell employee and any employee of Dell's customers, independent contractors, vendors or other strategic partners. All employees are responsible for maintaining a work atmosphere free from discrimination and unlawful harassment by treating others with dignity and respect.

Unlawful Harassment is Prohibited

Unlawful harassment can take several forms, including verbal, visual or physical conduct that creates an offensive, hostile or intimidating work environment. Conduct that can contribute to unlawful harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected characteristic
- Threats and demands for sexual favors as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favors
- Retaliation for having reported or threatened to report harassment

Dell Employees Are Encouraged to Report Discrimination, Harassment, Retaliation or the Threat of Retaliation

Dell employees who witness or believe they have been subjected to discrimination, harassment, retaliation or other inappropriate conduct are encouraged to report such conduct immediately in accordance with the Raising/Resolving Issues and Concerns section of the Code of Conduct. This includes, but is not limited to, contacting your manager, Human Resources representative, the Office of the Ombuds (if available), the Global or Regional Ethics Office, or the Ethics Helpline at 1-888-888-9975. All such reports will be investigated promptly and as confidentially as possible and appropriate corrective action will be taken. No employee who makes good faith reports of discrimination, harassment or retaliation will be subjected to reprisal or damage to their career, reputation or employment at Dell.

Dell Strives to Reasonably Accommodate Its Employees

Dell provides equitable treatment and reasonable accommodations for employees and applicants in accordance with federal, state and local laws. A reasonable accommodation for an employee with a disability may include modification of policies and procedures, an adjusted work schedule, special equipment or transportation, or other job modification to optimize the individual's job performance, if such accommodation does not result in an undue hardship to Dell's business.

Individuals who desire a workplace accommodation under any applicable law may make a request for such an accommodation, preferably in writing, to the individual's supervisor or Human Resources representative.

Enforcement and Potential Discipline

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment from Dell.

Revisions and Revocation

This policy in no way constitutes a contract between Dell and any employee and may be revised or revoked at any time, with no advance notice.

For more information regarding Dell's Diversity & Equal Employment Opportunity Policy please visit: <http://www.dell.com/learn/ae/en/aecorp1/corp-comm/cr-equal-employment-opportunity>

Appendix C - Dell Supplier Diversity Program

Mission

The mission of Dell Global Supplier Diversity is to deliver superior supplier performance through highly-qualified minority, women and small businesses to deliver technology solutions that enable people everywhere to grow and thrive. As part of our commitment to diversity, we source products and services from women and other diverse business owners globally. We measure our achievements in identifying and buying from those businesses that are owned, operated, managed, and controlled by women and others who are underrepresented.



Action

Dell develops strategic, sustainable relationships with a very diverse group of qualified suppliers. Our customers come from every nation, culture, and walk of life, and it's important that all aspects of our business reflect that same diversity.

Why Supplier Diversity makes us Stronger

- It supports both Dell and customer corporate social responsibility, vision and goals
- It enables customers to satisfy federal, state and local diversity requirements
- It demonstrates a commitment to the communities in which we live and work
- It utilizes partnerships to capitalize on the demographic shift in minority populations

Suppliers

Diverse companies that meet Dell's procurement specifications and standards of excellence have an opportunity to partner with Dell in delivering quality products and services to Dell and its customers. The Billion Dollar Roundtable (BDR) recognizes corporations that have achieved spending of at least \$1 billion with minority and women-owned suppliers. In FY20, we started the Supplier Diversity Development Program. Seven diverse suppliers participated in the FY20 program and paired with Supplier Diversity Champions that served as mentors.

Our purpose is to drive diversity and inclusion within our supply chain by using prime, qualified and capable suppliers. We evaluate and qualify suppliers based on their ability to meet best in class cost, supply chain process, quality, technology, time to market, and service experience. Good faith efforts that Dell leverages within our supplier diversity program include:

- Sourcing suppliers with strong supplier diversity programs themselves
- Including supplier diversity language in contractual agreements
- Monitoring spend levels through reporting
- Providing feedback and recommendations on our supplier partnership community

Culture

Dell has developed a Supplier Diversity Structure which includes the development of Diversity Teams, Ambassadors and Champions. These diversity advocates engage and promote Supplier Diversity concepts within each of their business space ensuring a widespread success. Each business function has

an associated Dell employee who acts as a champion on behalf of Dell and for customers. The Champion is the liaison between the diversity team and the business function with a mission of driving diverse spending and establishing diverse suppliers within their space. With this structure, Dell is able to extend our reach to all business functions within our company and these champions play a critical role in the success of our supplier diversity program.

The Global Ambassador Program

The objective of the Global Ambassador Program is to drive incremental growth of diverse spend beyond the United States in support of customer requirements. Similar to the role of Diversity Teams and Champions, Global Ambassadors' drive diverse spend outside of the U.S. and throughout supported global regions. To date, Dell has eight Ambassadors representing China, India, Central and Latin America, the United Kingdom, Australia, and Canada. These Ambassadors serve on advisory boards, encourage certification through global partners, and champion Dell's supplier diversity efforts globally.

Affiliations

Dell participates with the following diversity organizations in support of growth and development of small, minority and women-owned suppliers:

- National Minority Supplier Development Council (NMSDC)
- Southwest Minority Supplier Development Council (SMSDC)
- Women's Business Enterprise National Council (WBENC)
- Women's Business Council Southwest (WBCS)
- Small Business Administration (SBA)
- National Veteran Business Development Council (NVBDC)
- National LGBT Chamber of Commerce (NGLCC)
- Disability:IN
- WEConnect International
- Minority Supplier Development China (MSD)
- Broad-based Black Economic Empowerment (South Africa)

Outreach

As part of our outreach program, Dell has a Supplier Diversity website which allows diverse suppliers to provide information about their company to us. This is uploaded to an online database which our purchasing organization can access to identify diverse suppliers with RFQ/RFI opportunities. The link for this website is [Supplier Diversity Registration Survey \(smartsheet.com\)](https://smartsheet.com/supplier-diversity-registration-survey)

Appendix D - Dell Premier for IT Procurement Overview

At Dell Technologies, we have always been at the forefront of technology. We have a strong and vast portfolio of products, expertise, and services. Over the past few years, however, the technology world as we know it has changed. We're living in the data era—a time where customers want to shop, learn and purchase products with just a few clicks. They expect their technology to know what they need before they know they need it. The vision to be the most essential technology company for the data era focuses our goals on how all our customers – from consumer to enterprise – buy for the better through our online platform.

Dell Premier helps you save time and money, by shopping for your Dell products and solutions on a tailored site that streamlines purchasing and offers greater autonomy and control over your procurement ecosystem. The customization options for your Dell Premier portal page, enables you to fulfill your business needs throughout all phases of IT product ownership.

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

In short, Dell Premier makes the whole process of doing business with Dell easier and more cost-efficient.

Product Catalog Offerings

Dell Premier offers a number of product catalogs (including a custom catalog option) that will provide you access to systems, software and peripherals products at your negotiated pricing.

- **Systems Catalog:** This catalog offers the user access to Dell's entire line of products.
- **Software & Peripherals Catalog:** This catalog offers the user access to thousands of accessories, software titles, parts, and upgrades.
- **Standard Configurations:** This catalog offers systems and/or software & peripherals that can be customized to show only the customer's agreed upon products at negotiated pricing.

Both Systems catalog and standard configurations give you access to

- **Dell Smart Selection (Stocked):** From your Premier page, you can easily order pre-configured systems by Dell experts based on customer insights. With Smart Selection, you get Dell's most popular business PCs with a simplified ordering process, accelerated delivery, and optional configuration services. Smart Selection systems are in stock and ready to ship.
- **Custom Build (Non-stocked):** From your Premier page, you can easily order alternative configurations that meet your needs.

eQuotes

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. With e-quote functionality:

- End users configure and price their own systems
- Managers or authorized buyers receive e-mail notification of saved e-quotes for review and approval
- Time-consuming double-entry of order information and costly errors are reduced
- Purchasing bottlenecks are diminished, while spending controls stay in place

You can easily access and purchase eQuotes as well as Sales Quotes via your Dell Premier Page. eQuotes can be modified online prior to purchase. Sales Quotes are generated by a Dell Sales Representative and can be retrieved and purchased through Dell Premier. However, any modifications require Dell Sales Support.

Turn sales quotes into orders quickly and easily.

You can easily retrieve the quotes provided by your Dell Technologies account team, in addition to quotes that you create online, all on your secure Dell Premier portal.

Get your orders underway online 24/7, leverage self-service to order your quotes, track all your Dell orders and even download your packing slips or invoices.

Secure Online Ordering

Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Real time Order Tracking

When placing an order via Dell Premier, automated email notifications keep you informed of your Dell order status.

At any time, you can access the Online Order Status tool to check the status of your order and view a variety of options relating to current and past Dell purchases (up to two years). You can track orders placed via your Dell Premier page or via your Dell account team.

Reporting

Dell Premier provides easy access to comprehensive, up-to-date, and customizable data regarding all your Dell transactions. Its sophisticated reporting functionality is designed to help you to plan your purchasing, verify your payments, and manage your assets -- all at the click of a mouse. Flexible options allow you to search and sort the information so it's most useful to you.

Security and User Access

Custom-defined access roles support your approval process and control unapproved buying. Dell Premier enables customization of what users can do and see. An employee's access is limited to the information and tools that they need, and the designated administrator in your organization can modify the access role of a user as needed.

Your account team Information

Dell Premier enables easy access to the right Dell contacts. Whenever you want to inquire about products or check prices or an order, your Dell Account Team representative is always standing by to take your call.

Premier Notifications Center

Our messaging center provides you with relevant and timely updates regarding your Dell Premier experience.

- Get automatic notifications about:
 - standard configurations
 - order processing updates and delivery status
 - eQuote status changes
 - your Dell account team
 - Premier news including latest features

ImageWatch

You can sign up for Dell's ImageWatch service (NDA required) in Dell Premier to view information about technology changes. It provides a 6-months outlook on: Ready To Ship & End Of Marketing Life, for platforms, hardware and software.

ImageWatch service can help you prepare a proactive procurement plan that incorporates future technology changes and minimizes their impact.

Benefits:

- Proactive planning of product changes & transitions.
- Global Standard Platforms (GSP) and their regional availability.
- Ability to create and share product configurations between your company and your account teams.
- Monitor & receive change notifications via dashboard views and on-demand e-mail alerts

Accessibility

Dell Technologies is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. The commitment of Dell to diversity and to provide the best customer experience helps us to remain competitive in the marketplace. In Dell's ongoing efforts to strive for accessibility, Dell is committed to the principles and goals of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG). Dell works toward the goal of meeting the Level AA criteria as set forth in the guideline.

Support

The Dell support site provides fast, flexible access to a comprehensive array of technical support resources. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently.

Double Down on Dell Premier

We've got advanced solutions for your complex business needs.

Are you a global customer? Make Dell Premier your one-stop-shop across global operations. Dell Premier offer a sophisticated answer for large-scale technology procurement. Customers with global operations can take advantage of a secure, personalized purchasing and support site that ensures efficient global purchase operations. [Learn More](#)

Using an ERP System? Set up integration with Dell Premier. Seamlessly integrate your existing ERP system with Premier from catalog to checkout to delivery—eliminating errors and redundancy—with zero downtime! You can utilize your existing procurement system and leverage the features of Dell Premier when procuring IT such as detailed reporting, customizable solutions and centralized purchasing. [Learn More](#)

Already using ITSM (IT Service Management) Software? Invest in decentralizing your purchasing process to make your workflow more efficient. With Dell API technology, you can extend the familiar benefits of your existing ITSM system – including ServiceNow and Remedy—to the Dell Premier purchasing environment. Free up your procurement team's time to focus on strategic initiatives. [Learn More](#)

Maximizing your return on investment (ROI) and Economic Impact with Dell Premier

Modernizing IT procurement saves time and money while improving employee productivity.

According to the latest Forrester study, the four-year financial analysis based on the customer interviews and survey found that a composite organization experiences benefits of \$1.76 million over 4 years vs costs of \$444,0000, adding up to a net present value (NPV) of \$1.32 million and an ROI of 297%. The research reveals that customers who use Dell Premier are able to get payback for their efforts in less than 6 months and able to enjoy:

- 1) A reduced 15% procurement team effort associated with IT hardware purchasing.
- 2) 1875 hours saved in time spent on device configuration annually.
- 3) And reduced purchase cost of \$68 per device due to product standardization.

[Read the study](#) and examine the potential return on investment (ROI) your company may realize by transforming IT procurement with Premier.

What can Dell Premier save your organization?

[Create a personalized assessment](#) and business case estimating the savings that Dell Premier can provide for your organization.

Customer Stories

UK Charity Versus Arthritis had an immediate need for a self-service portal in 2020. Versus Arthritis sent all 400 employees home to work when the COVID-19 lockdown was announced in March 2020. While the

charity already had flexible working arrangements in place, staff required additional technology to ensure the effectiveness and connectivity of their home office arrangements. Versus Arthritis needed to enable staff to order equipment direct to their homes rather than to its closed offices.

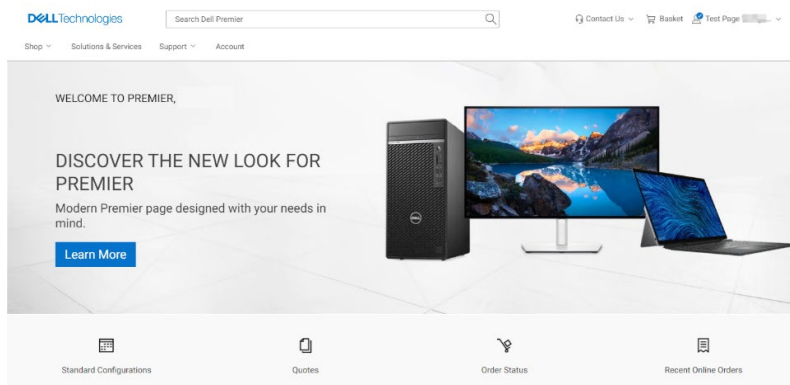
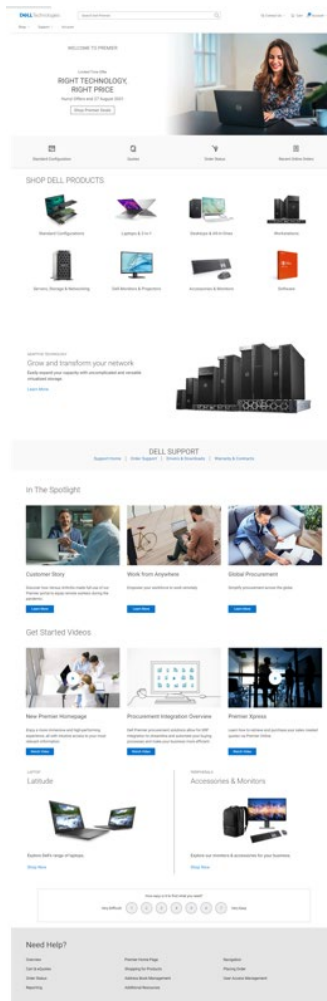
The Dell Technologies account team consulted internal e-commerce experts and proposed a customized version of Dell Premier Procurement Portal. This solution is used by internal IT or procurement teams to order products from the Dell Technologies online catalogue. On the first day of operation the IT team checked and approved nearly 70 orders. In most cases equipment was delivered in 48–72 hours, compared with the 8–9 days it could have taken if bulk orders had been delivered to the head office and redirected to peoples' homes.

- [Versus Arthritis - Work From Anywhere with Dell Premier](#)

Dell Premier was essential in helping Arkema migrate its global e-procurement platform – this meant transferring all the integrated systems for its global suppliers. Arkema chose Dell Premier Procurement Integration and Dell Premier Global Procurement to modernize their online platform. This resulted to a quick and effective migration of their global procurement platform in 6 months and 95% of their IT purchases being automated. This particular customer was very happy with the work of the Dell Premier team. While some providers tend to wait and see how things turn out in this kind of project, the Dell Premier team was proactive, anticipating our needs and meeting all deadlines.

- [Arkema - Procurement Integration](#)

Dell Premier Page at a glance:





Standard Configurations



Laptops & 2-in-1



Desktops & All-in-Ones



Workstations



Servers, Storage & Networking



Dell Monitors & Projectors



Accessories & Monitors



Software

ADAPTIVE TECHNOLOGY

Grow and transform your network

Easily expand your capacity with uncomplicated and versatile virtualized storage.

[Learn More](#)



Appendix E - Dell Limited Hardware Warranty

Limited hardware warranties

Dell-branded hardware products purchased in the U.S. or Canada may come with a 90-day, 1-year, 2-year, 3-year, 4-year, 5-year or other limited hardware warranty. Dell may offer different delivery methods for warranty service, including but not limited to parts and product dispatches, mail-in service and onsite/in-home service. Renewals and extensions of your limited hardware warranty may also be available after you purchase your product(s). To determine the warranty that came with your hardware product(s), or the warranty renewal or extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Some components of the hardware you purchased may have a shorter warranty than that listed on your packing slip, invoice, receipt or other sales documentation. Additional details related to warranty duration are listed below.

[What is covered by this limited hardware warranty?](#)

[What is not covered by this limited hardware warranty?](#)

[How long does this limited hardware warranty last?](#)

[Important Notice Relating to Third Party Product](#)

[What do I do if I need warranty service?](#)

[What will Dell do?](#)

[What if I purchased a service contract?](#)

[May I transfer the limited hardware warranty?](#)

[Dell Printer Consumables Limited Warranties](#)

[Limited Lifetime Warranty for Dell-branded tape media](#)

[What is covered by this limited hardware warranty?](#)

This limited hardware warranty covers defects in materials and workmanship in your Dell-branded hardware products, including Dell-branded peripheral products.

[What is not covered by this limited hardware warranty?](#)

This limited hardware warranty does not cover:

- Software, including without limitation, the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software or the reloading of software
- Non Dell-branded products and accessories
- Problems that result, directly or indirectly, from:
 - External causes such as accident, abuse, misuse or problems with electrical power.
 - Servicing not authorized by Dell.
 - Usage that is not in accordance with product instructions.

- Failure to follow the product instructions or failure to perform preventive maintenance.
- Using accessories, parts or components not supplied by Dell.
- Commercial hardware products that use, or in which have been installed, products or components that have not been provided by Dell.
- Products with missing or altered service tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM AND LARGE BUSINESS AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESELLERS. This paragraph applies if you purchase Dell products for resale or for commercial or professional purposes. DELL'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR DELL-BRANDED PRODUCTS, DELL PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. THIS LIMITED HARDWARE WARRANTY MAY BE VOIDED BY DELL, AT DELL'S SOLE DISCRETION, IF THIRD PARTY PRODUCTS THAT WERE NOT PROVIDED BY DELL ARE INSTALLED ON YOUR DELL SYSTEM.

FOR CONSUMERS. This section applies if you purchase Dell products that are normally used for personal, family or household purposes.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT.

FOR ANY INCIDENT COVERED BY THIS DELL LIMITED HARDWARE WARRANTY, YOU MUST USE DELL-PROVIDED PARTS AND PRODUCTS, WHICH DELL WILL PROVIDE TO YOU FOR NO ADDITIONAL CHARGE.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, CANADA (AND ITS PROVINCES) OR OTHERWISE, DELL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY (AS REFLECTED ON YOUR PACKING SLIP, INVOICE, RECEIPT OR OTHER SALES DOCUMENTATION) AND, AT DELL'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WARRANTY SUPPORT ONLY APPLIES WHEN THE COVERED PRODUCT IS LOCATED WITHIN THE COUNTRY IN WHICH DELL ORIGINALLY SOLD THE SYSTEM, AS REFLECTED IN DELL'S RECORDS. IF YOU NEED SUPPORT FOR THE PRODUCT OUTSIDE OF THE COUNTRY OF ORIGIN (FOR EXAMPLE, WHILE TRAVELING, OR IF THE SYSTEM HAS BEEN RELOCATED TO A NEW COUNTRY), THEN DELL MAY OFFER YOU OTHER SUPPORT OPTIONS FOR AN ADDITIONAL CHARGE.

ADDITIONAL TERMS FOR U.S. CONSUMERS. IF YOU CANCEL ANY RENEWED, EXTENDED

OR ENHANCED WARRANTY WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS WARRANTY, YOU WILL RECEIVE A FULL REFUND IF NO CLAIMS HAVE BEEN MADE AGAINST THE WARRANTY. IF ANY CLAIM HAS BEEN MADE AGAINST THE WARRANTY, THEN YOU WILL RECEIVE A PRO-RATA REFUND BASED ON THE RETAIL VALUE OF ANY SERVICE PERFORMED. IF YOU CANCEL THIS WARRANTY AFTER THIRTY (30) DAYS OF YOUR RECEIPT OF THIS WARRANTY, YOU ARE ENTITLED TO A PRO-RATA REFUND AS FOLLOWS: REFUND = THE TOTAL PRICE MINUS THE FOLLOWING: (A) THE VALUE ATTRIBUTABLE TO THE PORTION OF THE RENEWED, EXTENDED OR ENHANCED WARRANTY ALREADY USED (CALCULATED BASED ON THE PERCENTAGE OF DAYS OF THE RENEWED, EXTENDED, OR ENHANCED TERM THAT ALREADY HAVE BEEN USED PRIOR TO OUR RECEIVING NOTICE OF YOUR CANCELLATION); (B) 0.1 MULTIPLIED BY THE TOTAL PRICE; AND (C) THE COST OF ANY REPAIR OR REPLACEMENT PROVIDED TO YOU BEFORE CANCELLATION.

FOR ALL CUSTOMERS. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DELL DOES NOT WARRANT THAT THE OPERATION OF ANY DELL PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How long does this limited hardware warranty last?

This limited hardware warranty lasts for the time period indicated on your packing slip, invoice or receipt except for the following Dell-branded hardware:

- All variants of ioDrive® NAND Flash devices carry the length of the limited hardware warranty coverage for the Dell system with which the ioDrive NAND Flash device is shipped. ioDrive NAND Flash devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, ioDrive NAND Flash devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Rated Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. **ioDrive is a registered trademark of Fusion-io.**
- As part of standard portable configuration, batteries carry a base 1-year limited hardware warranty regardless of the length of the system warranty. In addition, for some products, a customer has the option of purchasing a battery that comes with a 3-year limited hardware warranty.

- The warranty for a print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1-year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
- Your series 5, 6 or 7 PowerEdge™ RAID Controller (PERC) battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Your Series 8/9 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Projector lamps carry a 1 year limited hardware warranty.
- Dell-certified and Dell-branded memory purchased separately from a Dell system (Dell-certified memory) carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip, invoice, receipt or other sales documentation. Monitors purchased with a system are covered by the system limited hardware warranty.
- The limited hardware warranty for a Dell external hard disk drive purchased simultaneously with a laptop, desktop, tablet or thin client PC lasts for the longer of (a) 2 years; or (b) the duration of the system's limited hardware warranty.
- Earphones and remote in-line controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries longer hardware warranty of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell product on which such parts are installed.
- Serial ATA (SATA) hard drives in PowerEdge and PowerVault™ systems carry a 1-year limited hardware warranty, independent of system warranty. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services may be available to provide longer service periods for the SATA hard drive for an additional fee.
- Select PowerConnect™ products: the PowerConnect 2800 series, the PowerConnect 3500 series, the PowerConnect 5500 series, the PowerConnect 6200 series, the PowerConnect 7000 series, the PowerConnect 8000 series and the PowerConnect 8100 series and select Dell

Networking products: Dell Networking X1000 and X4000 series; the N1000, N2000, N3000 and N4000 series and the S3100 series are covered by the lifetime limited hardware warranty. These products carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for as long as you own the product. Repair or replacement support for any Dell Networking product with limited lifetime warranty does not include configuration or configuration assistance, or other advanced service and support provided by Dell ProSupport Services. The warranty does not apply to products purchased before first announcement in Spring 2011. Dates vary by region. Contact customer service to verify if your product qualifies. See dell.com/LifetimeWarranty for more details.

- Select PowerConnect products carry an Extended Life Limited Hardware Warranty with Basic Hardware Service, which extends until 5 years after end of product model sales, subject to the specific clarifications and limitations listed below. The Extended Life Limited Hardware Warranty does not include configuration or other advanced service provided by Dell ProSupport™. The Extended Life Limited Hardware Warranty is not transferrable.

Clarifications and limitations pertaining to products with Extended Life Limited Hardware Warranty

- B-Series FCX/FCXs — Internal power supply and fans are covered; however, warranty excludes removable optics and LEDs.

- J-Series EX4200 — Warranty does not include optics and limits fan and power supply to 5 years from date of purchase.
- W-Series Access Points: W-AP92/93/93H, W-IAP92/93, W-AP104/105, W-IAP105, W-AP124/125, W-AP134/135, W-IAP134/135 — Warranty limits any power supply, antennae or accessories to 1 year from date of purchase.
- Enterprise SATA value/mix use solid-state drives (SSDs), enterprise SATA read intensive SSDs and slim SATA SSDs are not eligible for purchase of extended warranty coverage beyond 3 years, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee.
- Dell power distribution units (PDUs) and keyboard/monitor/mouse consoles (KMMs) purchased independent of a system carry a 1-year limited hardware warranty. Dell PDUs and KMMs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty.
- All variants of PowerEdge Express Flash PCI Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Except for SAS solid-state drives (SSDs) used in PS Series and SC Series products, enterprise SATA, SAS and NVMe SSDs are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee. All such devices have a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.

The limited hardware warranty on all Dell-branded products purchased directly from Dell begins on the date of the packing slip, invoice, receipt or other sales documentation. For products purchased from third-party retailers or resellers, the limited hardware warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

Important Notice Relating to Third Party Product

Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party. In some cases, such as with battery packs and power adapters, use of third party product may pose an increased risk of reliability or safety issues, including increased risk of fire or explosion. This limited hardware warranty does not cover issues caused by installation or use in a Dell system of any third party product that was not provided by Dell. For Commercial customers, this limited hardware warranty may be voided by Dell, at Dell's sole discretion, if

you install or use in a Dell system any third party product that was not provided by Dell.

What do I do if I need warranty service?

Before contacting Dell, please try one or more of the following:

1. Ensure that you have installed any updates or resolved any issues identified by the monitoring, diagnostic, and proactive support tools such as Dell SupportAssist that are installed on your product. Dell SupportAssist may also be available for download onto your product if it is not already installed. Visit dell.com/supportassist for download files and resources;
2. Access dell.com/support for troubleshooting advice and directions on running hardware diagnostics; and
3. Consult your Owner's Manual.

If you need additional assistance, then, before the warranty expires, please use one of the following support options to contact Dell or our authorized representatives:

1. **Online:** Online, chat and other forms of remote support may be available. Contact information is available at dell.com/support
2. **Telephone support requests:** Contact information is included in the table below. Long distance telephone carrier charges may apply.

Please also have your Dell Service Tag or order number available when you contact Dell.

If you purchased through a retailer (not directly from Dell), you may be required to provide Dell with your original sales receipt from your purchase to receive any warranty service from Dell.

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store. For Canada, if you purchased through Future Shop, you must have all original sales receipts from your purchase to receive any warranty service at a Future Shop store.

Contact	Web
Web Support	

Contact	Phone (U.S. Only)	Service Desk (U.S. Only)
Individual Home Consumers:	U.S. Only	
Hardware Warranty Support	1-800-624-9896	
Customer Service	1-800-624-9897	
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.com to locate the nearest Best Buy store.	
Wireless Service Provider	1-800-308-3355 Your wireless service provider may also be able to provide hardware warranty service on your Dell smartphone or tablet.	
Individual Home Consumers who purchased through an Employee Purchase Program:		
Hardware Warranty Support and Customer Service	1-800-822-8965	
Home and Home Office Customers:		
Hardware Warranty Support and Customer Service	1-800-456-3355	
Small, Medium, Large or Global Commercial Customers, Healthcare Customers and Value-Added Resellers (VARs):		
Support and Customer Service	1-800-822-8965	
Government and Education Customers:		

Support and Customer Service 1-800-234-1490

Dell-Certified Memory 1-800-BUY-DELL

Alienware™

Hardware Warranty Support and Customer Service 1-800-ALIENWARE

Contact	Phone (Canada Only)
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Individual Home Consumers, Home-Office:	1-800-847-4096
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All Business, Government, Education Customers and Value-Added Resellers (VARs):	1-800-387-5757
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Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.ca to locate the nearest Best Buy store.
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Future Shop Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Future Shop store. Visit futureshop.ca to locate the nearest Future Shop store.
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What will Dell do?

Upon contacting Dell, you will be required to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If Dell determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Dell, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Dell's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then Dell may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about Onsite/In-Home Warranty Service After Remote Diagnosis below).

If your limited hardware warranty has expired or if we determine that the problem is **not** covered under this limited hardware warranty, we may be able to offer you service alternatives on a fee basis.

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Dell may use authorized representatives to provide any of the technical support or repair services under this limited hardware warranty.

Important information about returning products to Dell for repair or replacement:

For Mail-in Service: Customer supplies box, pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will return the repaired or replacement product to you. We will pay to ship the repaired or replaced product to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail-in Service: Customer supplies box, Dell pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, shipping instructions will be provided to you. You must package the product in its original or equivalent packaging and call the carrier designated on your shipping instructions to arrange a pickup time or, at your convenience, you may take the adequately packaged product to a designated carrier pick up location. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail in Service: Dell supplies box and pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, packaging, shipping instructions and a prepaid shipping waybill will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping

the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

When you contact us regarding certain products, we may offer to ship you a replacement product prior to receiving your original product back. In such instance, we may require a valid credit card number at the time you request a replacement product. We will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product and we confirm that your product issue is covered under this limited hardware warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. If upon receipt of your original product, we determine that your product issue is not covered under this limited hardware warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay Dell the amounts, Dell may suspend your limited hardware warranty support until the applicable amount is paid. A suspension of your limited hardware warranty for failure to properly return a product or to pay an amount charged for such failure to return a product will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by Dell.

Important information about part dispatches by Dell:

For some issues, Dell may dispatch a new or refurbished part for you to replace a defective part, if we agree that the defective part needs to be replaced. You must return the defective part to Dell. When you contact us, we may offer to ship you a replacement part prior to receiving your original part back. In such instances, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by Dell.

Important information about Onsite/In-Home Warranty Service After Remote Diagnosis:

If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then if Dell determines that your issue is covered under this limited hardware warranty and your problem cannot be resolved remotely or, if applicable, by dispatching a part or replacement product to you, then Dell may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your request is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. An adult must be present at all times during the service technician's visit. You must grant the service technician full access to the system and (at no cost to Dell) have working space, electricity and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If Dell determines that your system needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return nonworking/unused units/warranty parts to Dell.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us, a service contract with a third-party service provider, please refer to that contract for details on how to obtain service.

See dell.com/servicecontracts for more details.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current **owner** transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-certified memory may not be transferred. For U.S. customers, you may record your transfer by going to Dell's website:

Customer Type:	U.S. Ownership Transfer Website:
Home and Home Office:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=19&l=en&s=dhs&~ck=mn
Small and Medium Business:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=04&l=en&s=bsd&~ck=mn
Large Enterprise:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=555&l=en&s=biz&~ck=mn
Federal Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1009777&l=en&s=fed&~ck=mn
State and Local Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC978219&l=en&s=slg&~ck=mn
Higher Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC956904&l=en&s=hied&~ck=mn
K-12 Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1084719&l=en&s=k12&~ck=mn
Healthcare:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC968571&l=en&s=hea&~ck=mn

For Canadian customers, you may record your transfer by going to Dell's Canadian website:

[//www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn](https://www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn)

If you do not have internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell's sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell's applicable terms and conditions of sale located at dell.com/terms (for U.S. customers), dell.ca/terms (for Canadian customers — English) or dell.ca/conditions (for Canadian customers — French). Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded printer consumables (ink cartridges, toner cartridges, photo print packs and photo paper) for the U.S., Canada and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell ink

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice.

Toner

Dell warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge under normal use and storage conditions. Lifetime toner warranty applies to the original toner only and does not apply to refilled or remanufactured toner cartridges.

Dell paper

Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90 days beginning on the date of invoice.

If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to product damage resulting from misuse, abuse, accident, cartridge refilling or remanufacturing by customer, neglect, mishandling or incorrect environments.

Limited Lifetime Warranty for Dell-branded tape media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves

defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY AND THAT ARE NOT PERMITTED TO BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY AND WE DO NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE

ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. **Appendix F - Dell Return Policy**

U.S. Return Policy

Direct (applies only to purchases directly from Dell)

Dell values its relationship with you and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. Note: If your purchase qualifies for a promotion offered by Dell that extends the return period for a specific product, the return rights and obligations included with the promotion will apply to your purchase.

30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must be received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

Exceptions to Dell's 30-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
 1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.
- **Additional products not eligible for return at any time:**
 1. **Dell EMC**-branded products
 2. **Dell Wyse™** and **Wyse**-branded products
 3. Non-Dell-branded enterprise hardware and software products
 4. Customized products
- Unless you have specifically agreed otherwise in your written agreement with Dell, **there is no right of return for software purchased under any type of volume license arrangement.**
- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale or other impermissible activity.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contactus or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click [here](#).

NOTE: You MUST follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.
- For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.

Systems configured with an Intel® 8th Gen or later CPU are designed to run optimally with the Microsoft Windows 10 operating system. Removing the factory-installed operating system to run a non-Windows 10 operating system (such as Windows 7 or Windows 8) may make the product ineligible for return to Dell for a refund or cause system instability and performance issues that may not be covered by your warranty, support, or service agreements.

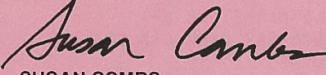
Appendix G - Vendor Certifications

TEXAS SALES AND USE TAX PERMIT
This permit is not transferable, and this side must be prominently displayed in your place of business.

Comptroller of Public Accounts (Rev. 1-07/17)

Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale/exemption certificate on file.

You must obtain a new permit if there is a change of ownership, location, or business location name.

<p>TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION</p> <p>DELL MARKETING LP</p> <p>DELL MARKETING LP 8687 N CENTRAL EXPY DALLAS TX 75225-4427</p> <p>NAICS CODE: 334111 DESCRIPTION ON NEXT LINE: Electronic Computer MFG</p> <p>WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES: CITY: DALLAS EFF: 01/01/2007 TRANSIT: DALLAS MTA EFF: 01/01/2007</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Type of permit</td> <td style="text-align: center;">SALES AND USE TAX</td> </tr> <tr> <td>Taxpayer number</td> <td style="text-align: center;">1-74-2616805-4</td> </tr> <tr> <td>Location number</td> <td style="text-align: center;">00005</td> </tr> <tr> <td>First business date</td> <td style="text-align: center;">01/01/2007</td> </tr> </table> <div style="text-align: right; margin-top: 20px;">  SUSAN COMBS Comptroller of Public Accounts </div>	Type of permit	SALES AND USE TAX	Taxpayer number	1-74-2616805-4	Location number	00005	First business date	01/01/2007
Type of permit	SALES AND USE TAX								
Taxpayer number	1-74-2616805-4								
Location number	00005								
First business date	01/01/2007								

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS. If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY

IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information in the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS, 111 E. 17th Street, Austin, TX 78774-0100.

MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use tax responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" and Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at www.window.state.tx.us/taxinfo/local/.
- Visit us online at www.window.state.tx.us/taxinfo/sales/naics_coding.html if you need to correct the description of your business printed on the front of this permit.

MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business transaction.
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

TEXAS SALES AND USE TAX PERMIT

Taxpayer name shown on the permit DELL MARKETING LP			
Taxpayer number shown on the permit 17426168054		Location number shown on the permit 00005	
Correct business location name .			
Correct business location (no P.O. Box or directions accepted) .			Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at https://www.window.state.tx.us/accmaint/changeaddress.html
City	State	ZIP code	
Correct taxpayer name .			Daytime phone (Area code and number)
Correct mailing address .			
City	State	ZIP code	Federal Employer Identification number
If you are no longer in business, enter the date of your last business transaction. ____/____/____			
sign here Taxpayer or authorized agent		Date	



000001130

Form 01-300 (Back) (Rev.1-07/17)

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended, or cancelled for a violation of any provision of any taxing statute administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

Please note that you are responsible for collecting the correct amount of local taxes. For example, if our records show that one of your locations outside the city limits, and it is, in fact, inside the city, you are still responsible for collecting and remitting the city sales tax. If the local taxing authorities on your sales tax permit are incorrect, please call us, so we can correct them.

Taxpayer name and mailing address

DELL MARKETING LP
18006 SKY PARK CIR STE 106
IRVINE

CA 92614-6406

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OPERATING WITHOUT A VALID PERMIT IS A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN \$500 PER DAY.

Legal citation: TEX. TAX CODE ANN. chs. 111 and 151.

For an existing business, this permit replaces the permit you now hold for this location. All previous permits of this type issued by the Texas Comptroller of Public Accounts are void.

***** Important Sales Tax Information *****

You must file a sales and use tax return even if you have no taxable sales and/or no tax due.

FILE AND PAY YOUR SALES TAX ONLINE

WebFile automatically calculates the sales tax due and provides a confirmation that we received your return. WebFile is available online at www.window.state.tx.us/webfile/salestax.html

FILE NO TAX DUE RETURNS BY PHONE

You can also file your no tax due sales and use tax return by calling TeleFile at **1-888-4FILING (1-888-434-5464)**.

DOWNLOAD SALES AND USE TAX FORMS ONLINE

You will receive a preprinted sales and use tax return in the mail about 20-30 days before each return is due. You can also download sales and use tax forms online at www.cpa.state.tx.us/taxinfo/taxforms/01-forms.html

UPDATE YOUR ACCOUNT INFORMATION

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at <https://www.window.state.tx.us/accmait/changeaddress.html> or call our toll-free voice mailbox at **1-800-224-1844**.

SALES TAX FREQUENTLY ASKED QUESTIONS

Read our sales tax frequently asked questions online at www.window.state.tx.us/taxinfo/sales/questions.html

You have certain rights under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or toll-free number listed on this form.

DELL MARKETING L.P.
SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION

FILED
In the Office of the
Secretary of State of Texas
FEB 03 2020
Corporations Section

January 30, 2020

Dell Marketing L.P. (the "**Partnership**"), by and through its undersigned general partner, adopts the following in accordance with Sections 3.057 through 3.059 of the Texas Business Organizations Code (the "**TBOC**").

1. The name of the filing entity is Dell Marketing L.P., a Texas limited partnership.
2. The Partnership was formed as a limited partnership on December 23, 1991 and issued file number 6260510 by the Secretary of State of the State of Texas (the "**Secretary of State**"). The Partnership filed an Amended and Restated Certificate of Limited Partnership (the "**Amended and Restated Certificate**") on July 29, 2003 with the Secretary of State.
3. This instrument restates the Amended and Restated Certificate, referred to herein as the certificate of formation, as amended and supplemented by all articles of amendment previously issued by the Secretary of State, and as further amended as set forth herein.
4. This instrument further amends the certificate of formation of the Partnership by:
 - a. Replacing all references to provisions of the Texas Revised Limited Partnership Act to the appropriate provisions of the TBOC.
 - b. Adding Section 5, which names certain officers of the Partnership duly appointed by the General Partner.
5. Each and every amendment described in paragraph 4 above has been made in accordance with the provisions of the TBOC. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the TBOC and by the governing documents of the Partnership.
6. The Second Amended and Restated Certificate of Formation attached hereto as **Exhibit A** accurately states the text of the certificate of formation being restated and each amendment thereto that is in effect, and as further amended herein. The attached Second Amended and Restated Certificate of Formation does not contain any other change except for the information permitted to be omitted by the provisions of the TBOC applicable to the Partnership. The existing certificate of formation of the Partnership and all amendments and supplements thereto are hereby superseded by the Second Amended and Restated Certificate of Formation attached hereto.
7. This document is effective when filed by the Secretary of State of the State of Texas.

[Remainder of Page Left Intentionally Blank]

Internal Use - Confidential

The undersigned affirms that the person designated as registered agent in the Second Amended and Restated Certificate of Formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the Partnership to execute this Second Amended and Restated Certificate of Formation.

DELL MARKETING GP L.L.C., general partner



By:

Name: Robert L. Potts

Title: Senior Vice President and Assistant Secretary

Internal Use - Confidential

EXHIBIT A

Second Amended and Restated Certificate of Formation of Dell Marketing L.P.

(see attached)

Internal Use - Confidential

DELL MARKETING L.P.
SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION

January 27, 2020

This Second Amended and Restated Certificate of Formation of Dell Marketing L.P. (the “Partnership”) was duly executed and is being filed by Dell Marketing GP L.L.C., a Delaware limited liability company, as general partner, in accordance with Sections 3.057 through 3.060 of the Texas Business Organizations Code (the “TBOC”). The following amends and restates the Amended and Restated Certificate of Limited Partnership, which was filed on July 29, 2003.

1. The name of the Partnership is Dell Marketing L.P.
2. The address of the registered office of the Partnership in the State of Texas is: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218. The name of the registered agent of the Partnership at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.
3. The address of the Partnership’s principal office in the United States where records are kept or made available is located at One Dell Way, Round Rock, Texas 78682.
4. The name and address of the sole general partner of the Partnership are as follows:

Dell Marketing GP L.L.C.
 One Dell Way
 Round Rock, Texas 78682

5. The following officers of the Partnership, among others, have been duly appointed by the general partner of the Partnership:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Richard Jay Rothberg	General Counsel and Secretary	One Dell Way Round Rock, TX 78682
Robert Linn Potts	Senior Vice President and Assistant Secretary	One Dell Way Round Rock, TX 78682

Internal Use - Confidential

Appendix H - Dell Financial Services

Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements (“Lease(s)”). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program (“FOD”) as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement (“MFCA”). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule (“Schedule”), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.



Dell Financial Services Public Master Lease Agreement



EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.

LESSOR: DELL FINANCIAL SERVICES L.L.C.

LESSEE:

Mailing Address:

One Dell Way
Round Rock, TX 78682

Principal Address:

Fax:
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

1. LEASE.

4. RENT; TAXES; PAYMENT OBLIGATION.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

2. ACCEPTANCE DATE; SCHEDULE.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals

POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or

proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by

Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN _____, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor

may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

<p>EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.</p> <p>"Lessee"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p>Dell Financial Services L.L.C.</p> <p>"Lessor"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the **Agreement** and any related Lease Schedule(s) from time to time thereunder between the Public Entity and **Customer** should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the **Agreement** No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of _____, a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. _____ (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name:

Physical Address (primary location):

City, State, ZIP:

Federal Tax ID:

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: Email Address:

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: Title:

Telephone Number: Email Address:

Would you prefer to sign your documents electronically via Echosign? Yes No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

Cost Center Equipment Type Equipment Location PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO Number will be issued:

Do you utilize blanket PO Numbers? Yes No

Do you use a different PO Number for payment versus procurement? Yes No

Is PO fulfillment required for scheduling? Yes No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? Yes No If yes, when are meetings held?

Fiscal Year is from to

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: _____

Does this billing address match the primary location above? Yes (If yes, please skip and proceed to Invoice Preference) No

AP Address: _____

City, State, ZIP: _____

County: _____

AP Email Address: _____ AP Direct Telephone Number: _____

Email Address for PDF or Electronic Invoices (if different than AP contact): _____

VI. Invoice Preferences (choose one from each category):

Invoice Options: **Contract Level** (one invoice per contract) **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: **Detail** (asset level) **Summary**

Delivery Format: **Paper** (USPS) **PDF** (paper copy is not mailed) **Electronic CSV** (converted to Excel)

3rd Party Invoicing Tool, Ariba/SAP (enter tool name): _____

Do you need separate invoices for miscellaneous billings? Yes No

Do you require a PO Number on the invoice to process payment? Yes No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? Yes No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? Yes No

Personal Property Tax (PPT): Rebill Annually Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? Yes No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? Yes No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.



Lease Schedules:

Fair Market Value Lease

\$1 Out Purchase Option Lease

Tax Exempt Lease Purchase Lease

Dell Flex Lease Purchase

PCaaS Schedule

Software Schedule



[Customer Name]
TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term.

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

<p>"Lessee"</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>DELL FINANCIAL SERVICES L.L.C.</p> <p>"Lessor"</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: [REDACTED]

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number</u>	<u>Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price</u>
See Exhibit 'B'					

2. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF

DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**DELL FLEX LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 3. TERM.

Insert as a new second paragraph the following:

"TECHNOLOGY REFRESH WITH NEW FINANCING OPTION. Provided no Event of Default has occurred or is continuing under this Schedule and the Agreement, Lessee may exercise the following technology refresh option ("Tech Refresh Option") by delivering to Lessor an irrevocable written election notice to exercise the Tech Refresh Option at least 120 days prior to the expiration of the Primary Term and by completing all of the following on or before the beginning of the last month of the Primary Term (the "Tech Refresh Date"):

- (i) Lessee returns all (but not less than all) of the Products on this Schedule ("Original Products") to Lessor in the same manner as described in the Agreement; and
- (ii) Lessee enters into a new Schedule under the Agreement (the "New Lease") with a primary term of at least 24 months for new equipment ("New Products") which are, as determined by Lessor, of the same manufacture, type and quality as the Original Products and which have a Total Product Cost that is at least 75% of the Total Product Cost of the Original Products.

When Lessee completely fulfills the terms and conditions of the Tech Refresh option and has made all payments and performed all other obligations under the Schedule and the Agreement, then this Schedule shall terminate and, except as

provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule. Notwithstanding the election by Lessee of the Tech Refresh Option, the Schedule and Agreement shall remain in full force and effect and if the terms and condition of the Tech Refresh Option are not fulfilled before the Tech Refresh Date, the Tech Refresh Option shall be null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date.

3. SECTION 11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

“(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. (“DEF”) pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.”

4. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete “FINANCE LEASE” in the title of this Section and delete paragraph (d).

5. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following:

"If Lessee has not terminated the Lease in accordance with Section 5 of the Agreement and no Event of Default has occurred and is continuing, then upon payment of all Rent and other amounts due under this Schedule and the Agreement, at the end of the Lease Term, Lessee is entitled to Lessor's interest in the Products "AS IS, WHERE IS," without any warranty or representation by Lessor, express or implied, other than the absence of any liens by, through or under Lessor. Lessee will deliver to Lessor documents reasonably requested by Lessor to give public notice of Lessor's interest in the Products."

6. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

7. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"
By: _____
Name: _____
Title: _____
Date: _____

DELL FINANCIAL SERVICES L.L.C.
"Lessor"
By: _____
Name: _____
Title: _____
Date: _____

[LESSEE LEGAL NAME]
PC as a SERVICE
MASTER AGREEMENT SCHEDULE NO. _____

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER AGREEMENT NO. _____ ("Agreement") DATED _____, 20__ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit A attached to and made a part hereof.

PRODUCT SELLER: Dell Marketing LP, One Dell Way, Round Rock, TX 78682

Description	Number of Seats	Per Seat Fee	Rent
[Example: Equipment and Soft Cost Items set forth in Dell Quote # 123456]	[Example: 1,000]	[Example: \$50.00]	[Example: \$50,000]
		Total:	\$

Total Product Acquisition Cost: \$ _____

Primary Term: _____

Rent is payable: _____ in advance; _____ in arrears [specify]

Payment Period: _____ Monthly _____ Quarterly _____

Pro-rated Rent: does not apply

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit A.

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

For the purposes of this Schedule: a "Seat" means a unit of Equipment and the Soft Cost Items linked with that unit.

Flexible Consumption Terms:

Provided that no Event of Default has occurred and is continuing, Lessee may give irrevocable written notice to Lessor of its intention to exercise one of the following three options: Flex Up; Flex Down; or a combination of Flex Up and Flex Down.

Flex Up

At any time during the Primary Term, Lessee may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval).

Flex Down

Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Lessee may remove up to _____% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Lessee is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Combination

Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Customer may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval)

MASTER LEASE AGREEMENT SCHEDULE NO. _____

while at the same time removing up to ____% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Customer is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Extension Option

Provided that no Event of Default has occurred and is continuing, Lessee has two options upon giving notice at least 30 days prior to the expiration of the Primary Term: (1) renew the Schedule for a mutually agreeable term, or (2) renew the Schedule on a month-to-month basis, terminable upon 30 days notice from either party to the other. For both Renewal Terms, the Rent shall be the same as the Rent during the Initial Term.

Holdover Period

If the Lessee has contracted with Dell for asset return services for a Seat, then Lessee is not liable for any amount beyond the Base Term unless Lessee has exercised the above Extension Option or, through its actions or inactions, prevented Dell from retrieving the Seat. Where Lessee prevented Dell from retrieving the Seat or has not contracted with Dell for asset return services for a Seat, then in the event Lessee has not returned the Seat in accordance with the Agreement, the Term will automatically extend for successive one-month terms in which case Lessee will pay Lessor the same Rent as during the Initial Term. Such one-month terms will continue until Lessor's receipt of the Seat.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit A.

[LESSEE LEGAL NAME]
(Lessee)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

By: _____
(Authorized Signature)

(Name/Title)

(Date)



**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.
(SOFTWARE AND/OR MAINTENANCE ONLY FINANCING SCHEDULE)**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ and any amendments, if applicable ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in _____

Interest Rate: _____

Payment Period: _____

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION:

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest comprising the Rent, and Purchase Price as of the applicable Purchase Date are shown in the chart on Exhibit "B", attached to and made a part hereof.

2. NATURE OF SCHEDULE. Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

3. PRODUCTS CONSISTING SOLELY OF SOFTWARE AND RELATED SERVICES. The Products covered by this Schedule consist exclusively of the Software identified on Exhibit A; that Lessee hereby acknowledges has been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 8 (Return); 10 (Alterations); 14(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of the Products consisting of Software licenses that would violate the underlying license agreement); and, 17 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Appropriation of Funds); 6 (Licensed Materials); 12 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability);

Finance Lease); and 16 (Indemnification). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

4. ADDITIONAL PROVISIONS. For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder and subject to applicable law and the Software license agreement, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software or associated services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default or a non-appropriation pursuant to Section 5 with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Software licensor, Lessee authorizes Lessor to deliver a copy of this Schedule to the licensor as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional, subject to Lessee's right to non-appropriate pursuant to Section 5 of the Agreement. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that, except in the case of a non-appropriation pursuant to Section 5, it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, pursuant to applicable laws, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

5. ASSIGNMENT. Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with all applicable laws. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: _____

Name: _____

Title: _____

Date: _____



Ancillary Documents:

Validity Opinion

Red Book Bond Tax Opinion (Tax Exempt
Leases over 5M)

8038 G

8038 GC

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. _____, dated as of _____, and the Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

**SAMPLE OPINION LETTER FOR TAX-EXEMPT LEASE PURCHASE TRANSACTIONS
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.L.C.
12234 N. IH 35
Austin, TX 78753-1705
ATTN: _____

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and in that capacity we have examined Master Lease Agreement No. _____, dated as of _____, 20____, and the Tax Exempt Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____, 20____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records, papers as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Code, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement;

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes;

(j) Lessee's obligation(s) under the Agreement is/are a State or local bond within the meaning of

Section 103 of the Code;

(k) The Agreement does not constitute an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code; and

(l) The interest portion of the Rent due under the Agreement is not includable in gross income for Federal income tax purposes under the Code and will not constitute a tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax imposed pursuant to Section 55 of the Code.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement and may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶	18
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>	
b If bonds are BANs, check only box 19b <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement.....▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ _____ Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ _____			Firm's EIN ▶ _____	
	Firm's address ▶ _____			Phone no. _____	

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

▶ Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ▶ Go to www.irs.gov/Form8038GC for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return ▶ <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail isn't delivered to street address)		Room/suite	
4 City, town, or post office, state, and ZIP code		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations		Check one box: <input type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶			
9 Amount of the reported obligation(s) on line 8a that is:		9a	
a For leases for vehicles		9b	
b For leases for office equipment		9c	
c For leases for real property		9d	
d For leases for other (see instructions)		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	▶		<input type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	▶		<input type="checkbox"/>
12 Vendor's or bank's name:		
13 Vendor's or bank's employer identification number:		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.		
	Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Firm's name ▶	Firm's EIN ▶	
	Firm's address ▶	Phone no.	
			Check <input type="checkbox"/> if self-employed PTIN

Future Developments
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.
Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.



Dell Financial Services Public Payment Agreement

DFS Public Payment Agreement Sep2021



PAYMENT AGREEMENT – PUBLIC

Customer:
Address:

Billing Contact:
Billing Address:

Software Licensor: [SW Licensor]

Vendor: [Name of reseller/seller]

Products: Software, equipment and services as described in [Description of Vendor Contract/Order/Agreement (s) #] ("**Agreement**")

This Payment Agreement ("**PA**") is made effective as of [DATE] between the Customer named above ("**Customer**") and Dell Financial Services L.L.C. ("**Payee**") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into the above referenced Agreement (including any addenda, amendments, exhibits and schedules attached thereto) in connection with the acquisition of "**Products**" including as applicable, certain equipment, software licenses ("**Licensed Software**"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor(s) the total fees described below ("**Fees**"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("**Payment Amounts**") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. **FEES:** The Fees set forth in the Agreement consist of \$ [AMOUNT FUNDING TO VENDOR(s)] for Products. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. **PAYMENT SCHEDULE:** Customer shall pay the Payment Amounts in accordance with the schedule ("**Payment Schedule**") below, with each Payment Amount due and payable on the date indicated ("**Due Date**"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee. **PAYMENT AMOUNTS DO NOT INCLUDE APPLICABLE TAX, UNLESS SPECIFIED OTHERWISE.**

3. **OBLIGATIONS ABSOLUTE:** For the purposes of this PA Products shall be conclusively deemed accepted upon receipt, subject to any right of return provided by the Vendor, and upon Customer's execution of this PA, Customer acknowledges that (i) it has selected the Products based on its own judgment and (ii) Payee is entering into this PA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule and subject only to Customer's right to non-appropriate under Section 7 herein, shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be withheld or subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Products or otherwise for any reason whatsoever, including but not limited to requirements applicable to negotiable instruments (such as presentment for payment and notice of dishonor); termination of the Agreement or any change in, update to or transfer of the Products. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or as provided for under any applicable Prompt Payment Act. . Customer hereby grants Payee a security interest in the Products (including Customer's right to use Licensed Software and to receive services, credits and refunds from Vendor) and all proceeds related to this PA, to the extent permitted by law. Payee may make related filings as Payee reasonably deems necessary. Customer agrees it is responsible for and will pay or reimburse Payee upon invoice for all government imposed taxes, duties, fines assessed or imposed on the PA, the Products and the Payment Amounts (but excluding taxes imposed on Payee's income) or any other amount payable with respect to the PA (collectively "Taxes").

4. **ASSIGNMENT; WAIVER OF DEFENSES, CLAIMS:** Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PA or grant third-party liens or encumbrances in Products without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of Products, their merchantability or fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Products or conformity of the Products to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Products "AS IS". Payee and any Assignee shall have no liability to Customer or third parties for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Products, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer waives any claim that it may have against Payee for any loss, damage or expense caused by the Products or the Vendor or Software Licensor, even if holder has been advised of the possibility of such damage, loss, expense or cost. Customer acknowledges that Customer ordered the Products from Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor or Software Licensor, and that Customer has received an accurate and complete

DFS Public Payment Agreement Sep2021

description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PA.

5. **DEFAULT, RIGHTS AND REMEDIES:** In the event (a) Customer fails to pay, when due, *any* Payment Amount on the Due Date, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any term herein or other contract with Payee; (c) Customer materially breaches or terminates the Agreement; or (d) Customer invokes the protection of any bankruptcy or insolvency law (any of (a), (b), (c) or (d) above, a “**Default**”), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer’s rights to use of the Licensed Software and services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer’s benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer’s information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software and services. With regard to Products comprised of hardware or tangible personal property and following an uncured Default, Customer shall at Customer’s expense, ship such Products to or make them available at Payee’s designated location for the purpose of repossession, with clear and unincumbered title reverting back to and vesting in Payee. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts pursuant to applicable law, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys’ fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. **FUNDING INTENT:** Customer intends to continue this PA for the entire Term and to pay all Payment Amounts and other costs and fees due hereunder. Customer reasonably believes that legally available funds in an amount sufficient to make all Payment Amounts during the Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which all Payment Amounts and other costs and fees due may be paid. Customer intends and Payee agrees that Customer’s obligation to make Payment Amounts under the PA constitutes a current expense of Customer and is not to be construed to be a debt in contravention of applicable law or constitutional or statutory limitations or requirements on the creation of indebtedness or as a pledge of funds beyond Customer’s current Fiscal Period.

7. **NON-APPROPRIATION OF FUNDS:** Customer may terminate this PA in whole, but not in part, by giving at least sixty (60) days written notice prior to the end of the then current Fiscal Period (as defined in the Customer’s Secretary/Clerk’s Certificate provided to Payee) certifying that: (a) sufficient funds were not appropriated and budgeted by Customer or will not otherwise be available beyond the current Fiscal Period for Payment Amounts or other costs and fees and (b) the Customer has exhausted all funds legally available for payment of such Payment Amounts or other costs and fees due under the PA beyond the current Fiscal Period. Upon termination of the PA, Customer’s obligations under the PA (except those that expressly survive the end of the Term) and any interest in the Products shall cease and Customer shall surrender the Products in accordance with Section 5. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien, or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of this PA, including making budget requests for each Fiscal Period during each applicable PA Term for adequate funds to meet its obligations and to continue the PA in force.

8. **ESSENTIAL USE:** Customer represents that the use of the Products is essential to Customer’s proper, efficient, and economic operation or to the service which Customer provides to its citizens. Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable PA Term. The Products will be used for the sole purpose of performing one or more of Customer’s governmental or proprietary functions consistent within the permissible scope of Customer’s authority.

9. **AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that: (a) Customer is a state or a political subdivision or agency of a state pursuant to Section 103 of the U.S. Treasury Code; (b) the entering into and performance of the PA is authorized under Customer’s state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which Customer is a party; (c) Customer has complied with all public bidding requirements, if applicable, and, where necessary, has properly presented the PA for approval and adoption as a valid obligation on Customer’s part; and (d) Customer has sufficient appropriated funds or other monies available to pay all amounts due under the PA for Customer’s current fiscal period. Upon Payee’s request, Customer agrees to provide us with an opinion of counsel as to clauses (a) through (d) above, a secretary’s or clerk’s certificate of incumbency and authority, and other documents that Payee reasonably requests from time to time in a form satisfactory to Payee.

10. **CHOICE OF LAW:** This PA will be governed by and construed in all respects in accordance with the laws of the state in which the Customer is located without regard to conflicts of law principles. Subject to applicable laws, the parties’ consent and submit to the jurisdiction of federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY.**

11. MISCELLANEOUS: This PA including riders, attachments and exhibits, constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Agreement, or to update Product descriptions. Performance under this PA will not violate Customer's bylaws, other agreement or judgement to which it is bound, or any law or regulation. No part of this PA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PA or related documentation constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. Customer agrees to take actions and provide documentation (such as Certificates of Acceptance or financial information) reasonably requested by Payee to effect the intent of this PA. Customer agrees to maintain liability insurance naming Payee as loss payee and property insurance in commercially reasonable amounts adequate to cover repair or replacement of any equipment covered by this PA.

Payment Schedule

See attached Exhibit A.

Customer: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Payee: Dell Financial Services L.L.C.

By: _____

By: _____

Name: _____

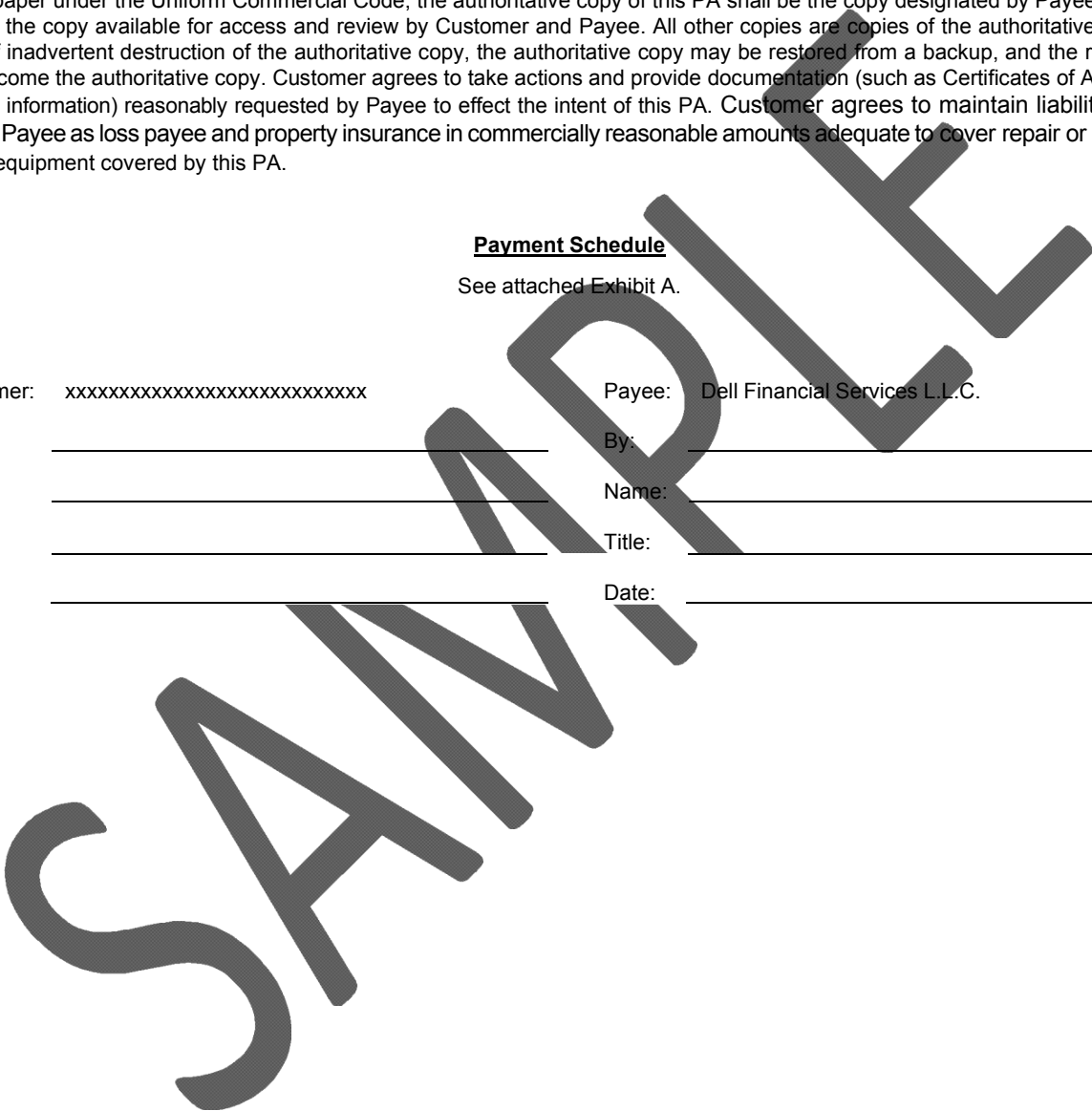
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SECRETARY OR CLERK'S CERTIFICATE OF INCUMBANCY AND AUTHORITY

Regarding the above referenced "**Contract**" between _____ ("**Customer**") and Dell Financial Services L.L.C. ("**DFS**")

The undersigned hereby certifies to DFS, including its successors and assigns, that:

- (a) the undersigned is the Secretary or Clerk of the Customer, which is a state or a political subdivision or agency of the state in which it is formed,
- (b) the signer on the Contract has full right, capacity and power and is duly authorized by all requisite governmental action to execute, deliver, and bind Customer to the Contract, and
- (c) the signature appearing on the Contract is in fact the signature of such signer.

By:* _____

Name: _____

Title: _____

Date: _____

* *The signers on the Contract and this Secretary/Clerk's Certificate of Authority must be two different authorized signatories.*

SAMPLE

Exhibit A
Payment Schedule

[ADD AMORTIZATION TABLE HERE]

SAMPLE



Pharos Financial Services Public Master Lease Agreement



EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.

LESSOR: PHAROS FINANCIAL SERVICES L.P.

LESSEE:

Mailing Address:

One Dell Way
Round Rock, TX 78682

Principal Address:

Fax:
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

"Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE

AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after

reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or

proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in

the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Pharos Financial Services L.P., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN _____, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated

by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below,
to be effective as of the Effective Date.

{Lessee Name}

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.

**By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL
PARTNER**

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the **Agreement** and any related Lease Schedule(s) from time to time thereunder between the Public Entity and **Customer** should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the **Agreement** No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of _____, a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. _____ (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____

(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

Billing and Schedule Information

Welcome to Pharos Financial Services (PFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your PFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit PFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit PFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USD FSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USD FSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Pharos Financial Services, L.P., Payment Processing Center Federal Tax ID# 04-3652033	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name:

Physical Address (primary location):

City, State, ZIP:

Federal Tax ID:

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: Email Address:

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: Title:

Telephone Number: Email Address:

Would you prefer to sign your documents electronically via Echosign? Yes No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

Cost Center Equipment Type Equipment Location PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Pharos Financial Services L.P.

If you are unable to issue purchase orders to PFS please specify how the PO will be issued:

Do you utilize blanket PO's? Yes No

Do you use a different PO for payment versus procurement? Yes No

Is PO fulfillment required for scheduling? Yes No

PFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your PFS Sales representative.

Is board approval necessary? Yes No If yes, when are meetings held?

Fiscal Year is from to

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: _____

Does this billing address match the primary location above? Yes (If yes, please skip and proceed to Invoice Preference) No

AP Address: _____

City, State, ZIP: _____

County: _____

AP Email Address: _____ AP Direct Telephone Number: _____

Email Address for PDF or Electronic Invoices (if different than AP contact): _____

VI. Invoice Preferences (choose one from each category):

Invoice Options: **Contract Level** (one invoice per contract) **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: **Detail** (asset level) **Summary**

Delivery Format: **Paper** (USPS) **PDF** (paper copy is not mailed) **Electronic CSV** (converted to Excel)

3rd Party Invoicing Tool, Ariba/SAP (enter tool name): _____

Do you need separate invoices for miscellaneous billings? Yes No

Do you require a PO number on the invoice to process payment? Yes No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your PFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? Yes No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? Yes No

Personal Property Tax (PPT): Rebill Annually Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? Yes No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? Yes No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both PFS and the product vendor. Certificates intended for Leases should be issued to Pharos Financial Services, L.P. and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to PFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Pharos Financial Services L.P.
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

We appreciate for taking the time to provide the information above. Our goal is to provide a seamless schedule and invoice delivery. Thank you for choosing Pharos Financial Services.





Pharos Financial Services Lease Schedules

Fair Market Value

Software



**TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS
GENERAL PARTNER
"Lessor"

By: _____

Name: _____

Title: _____

Date: _____



**MASTER LEASE AGREEMENT SCHEDULE NO.
(SOFTWARE AND/OR SERVICES ONLY FINANCING SCHEDULE)**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ AND ANY AMENDMENTS, IF APPLICABLE, ("Agreement") DATED _____ BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND _____ ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: [REDACTED]

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Interest Rate:

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

PRODUCTS CONSISTING SOLELY OF SOFTWARE AND/OR SERVICES: The Products covered by this Schedule consist exclusively of the Software and/or services identified on Exhibit A; that Lessee hereby acknowledges have been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 7 (Return); 9 (Alterations); 13(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of any Products that would violate the underlying license, service or similar agreement); and, 16 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5

(Licensed Materials); 11 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); 15 (Indemnification); and, 21(i) (Limit on Interest Charges). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

ADDITIONAL PROVISIONS: For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software and services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software and obtaining the services, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and services, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Seller, Lessee authorizes Lessor to deliver a copy of this Schedule to the Seller as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, notwithstanding anything in the Agreement to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.

**By: PHAROS FINANCIAL SERVICES, INC. ITS
GENERAL PARTNER**

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. _____, dated as of _____, and the Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Dell EMC Master Flexible Consumption Agreements and Schedules

Dell EMC APEX Flex on Demand (FOD) – Public Sector Terms Only

This Exhibit states the public sector terms that apply specifically to the APEX Flex on Demand (FOD) offering for consumption-based as-a-service. The General Terms are incorporated by reference into this Exhibit, which is the public sector Master Flexible Consumption Agreement and sample Flex on Demand (FOD) Schedule(s). If there is a conflict between this Exhibit and the General Terms, this Exhibit controls.

This Exhibit is comprised of the following documents, which are hereby incorporated by referenced and attached on the following pages:

- 1. Master Flexible Consumption Agreement (MFCA) – Public Sector Only**
- 2. Flex on Demand (FOD) Schedule – Public Sector Only**

Dell EMC PROPRIETARY AND CONFIDENTIAL

**MASTER FLEXIBLE CONSUMPTION AGREEMENT
APEX FLEX ON DEMAND TERMS AND CONDITIONS – PUBLIC SECTOR ONLY**



For DELL EMC Use Only
Contract ID _____

MASTER FLEXIBLE CONSUMPTION AGREEMENT – U.S. STATE & LOCAL GOVERNMENT

This Master Flexible Consumption Agreement (this “**Master Agreement**” or “**MFCA**”) is made effective as of _____ (the “**Effective Date**”) between the following parties:

EMC Corporation (“Dell EMC”)
176 South Street
Hopkinton, MA 01748
Email for Legal Notices: LegalNotices@emc.com

Xxxxxxxxxxxxxx (“Customer”)
And **Xxxxxxxxxxxxxx**
Xxxxxxxxxxxxxx
Email for Legal Notices:

This MFCA governs Customer's access to and use of a configuration of Deployed Capacity on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the “**Schedule(s)**”). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA.

1. DEFINITIONS.

A. “Billing Period” means the period of time identified on a Schedule for which DELL EMC will invoice Customer for its Flexible Consumption.

B. “Customer Data” means all data stored on the Deployed Capacity by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith). As between Customer and DELL EMC, Customer Data is Customer's Confidential Information.

C. “Documentation” means the then-current, generally available, written user manuals and online help and guides provided by DELL EMC for Deployed Capacity.

D. “Flexible Consumption” means the amount of Customer's usage of the Deployed Capacity, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

E. “Flexible Consumption Fee” means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by DELL EMC for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

F. “Flexible Consumption Period” means the time period identified as such on a Schedule, and any DELL EMC approved extension(s) thereto.

G. “Installation Site” means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Deployed Capacity, or a subsequent location approved by DELL EMC.

H. “Monthly Committed Capacity” means the amount of capacity the Customer commits to paying for each month as

specified in a Schedule regardless of its actual consumption of capacity.

I. “Deployed Capacity” means collectively: (a) “**Equipment**” (which is EMC-branded or Dell-branded hardware that DELL EMC provides to Customer under this Master Agreement); and (b) “**Software**” (any EMC-branded or Dell-branded programming code licensed to Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. The Deployed Capacity exclude Third Party Products.

J. “Prime Contract” means, if applicable, the contract (Prime Contract) and any applicable purchase order, task order or delivery order between Customer and the state or local government entity for the Deployed Capacity and Support Services described in an applicable Schedule issued under this Agreement.

K. “Return” of Deployed Capacity means the earlier to occur of (a) DELL EMC taking possession of the Deployed Capacity at the Installation Site, or (b) DELL EMC receiving and accepting a return of the Deployed Capacity.

L. “Support Services” mean services for the support and maintenance of Deployed Capacity as described in the Applicable Schedule.

M. “Third Party Deployed Capacity” means hardware, software, or services that are not “Dell” branded, “EMC” branded, or “DELL EMC” branded.

N. “Warranty Period” means for a specific Deployed Capacity, the period of warranty coverage listed at: <https://www.delltechnologies.com/content/dam/digitalasset>

Dell - Internal Use - Confidential

2. SCHEDULES, PURCHASING, FEES AND PAYMENT.

A. Schedules. The description of the Deployed Capacity, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order, task order or delivery order pursuant to the Prime Contract, if applicable, to DELL EMC that incorporates by reference in its entirety the terms and conditions of such Schedule and this Agreement. DELL EMC indicates its approval of Customer's purchase order by (i) counter-signing a Schedule and any purchase order, task order or delivery order, if applicable, executed by Customer and (ii) shipping the applicable Deployed Capacity to Customer.

C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. DELL EMC is authorized to periodically monitor the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. DELL EMC may conduct such activity through the use of electronic means and/or on-site inspection by DELL EMC personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Deployed Capacity and DELL EMC. Customer authorizes DELL EMC to store at the Installation Site, or load onto Deployed Capacity used for electronic communications, such equipment and programming as may be needed by DELL EMC to track usage levels or perform any Support Services for Deployed Capacity and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give DELL EMC reasonable access thereto. DELL EMC shall cooperate with Customer to minimize the impact of any DELL EMC on-site inspection to Customer's operations.

D. Payment and Assignment. DELL EMC or if applicable, its assignee, shall invoice Customer monthly. Customer shall pay invoices in full and in the same currency as the invoice within thirty (30) days after the date of invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate under any applicable Prompt Payment Act, if any. No credit cards will be accepted as a form of payment. Payments to DELL EMC's assignee of any amounts due shall not be subject to reduction or setoff. Subject to any right of non-appropriation pursuant to Section 10.B herein, Customer's obligation to

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pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

E. Taxes. The charges due hereunder and any other items provided by DELL EMC are exclusive of, and Customer shall pay or reimburse DELL EMC for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on DELL EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to DELL EMC. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, DELL EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than DELL EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, DELL EMC shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if DELL EMC is unable to monitor for a period of more than thirty (30) days, DELL EMC shall invoice, and the Customer shall pay, either (a) the maximum capacity of the Deployed Capacity, or (b) such other maximum rate described in the Schedule, if applicable. If DELL EMC is unable to monitor the Flexible Consumption due to any failure which is caused by DELL EMC (e.g. failure of the modem, software or other equipment used by DELL EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. DELL EMC shall promptly notify Customer of an inability to electronically and or physically access the Deployed Capacity, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.

A. Installation Site Preparation. On or before arrival of the Deployed Capacity, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Deployed Capacity; and (iii) servers and network connectivity required to support Deployed Capacity.

B. Deployed Capacity Shipment. DELL EMC shall deliver the Deployed Capacity by common carrier to the Installation Site. Software may be provided by (i) shipment

of physical media; or (ii) electronic download (when so offered by DELL EMC).

C. Risk of Loss. DELL EMC shall bear the entire risk of loss, theft, damage or destruction with respect to the DELL EMC Deployed Capacity until the time of arrival of the Deployed Capacity at the Installation Site(s) and Customer shall bear such risk from such time on until the Deployed Capacity is Returned. If any loss, theft, damage or destruction to the Deployed Capacity occurs during the time Customer bears such risk, DELL EMC shall be relieved of its Flexible Consumption obligations to the extent such event impacts DELL EMC's ability to provide such Flexible Consumption until such time as the Deployed Capacity is repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Deployed Capacity is materially damaged, stolen or destroyed, Customer shall promptly notify DELL EMC.

D. Customer Insurance Coverage. Subject to any applicable law or regulation to the contrary, Customer must insure the Deployed Capacity (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Deployed Capacity, and (b) loss or damage to the Deployed Capacity from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Deployed Capacity of the same nature as the Deployed Capacity would normally insure such Deployed Capacity. In regard to (a) and (b), DELL EMC will be named as co-insured and loss payee respectively, unless otherwise prohibited by law. Upon DELL EMC's prior written consent, Customer may meet the above insurance requirements with its existing self-insurance program, as provided under applicable law. Upon DELL EMC's request Customer must show DELL EMC evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify DELL EMC of any loss claim and Customer must not settle any claims without DELL EMC's agreement.

E. Personal Property and Identification. Title to Deployed Capacity provided by DELL EMC pursuant to any Schedule remains with DELL EMC at all times and Customer shall have no right or interest in such Deployed Capacity except as provided in this Master Agreement and related Schedule. All Deployed Capacity shall remain personal property of DELL EMC notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of DELL EMC, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by DELL EMC; and (ii) not remove such without the prior written consent of DELL EMC. Customer may not change the Installation Site without DELL EMC's prior written consent. Customer shall give DELL EMC immediate written notice of any attachment or judicial process affecting the Deployed Capacity or DELL

EMC's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that DELL EMC is the owner of the Equipment and that such Equipment (i) can not be treated as a fixture or fitting forming part of the third party property (ii) can not be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, DELL EMC have the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that DELL EMC does not handle, process, or direct the use of Customer Data.

G. Return of Deployed Capacity; Data Migration. Prior to any Return of Deployed Capacity, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Deployed Capacity) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Deployed Capacity will be Returned to DELL EMC. Customer is liable for any Return costs and shall reimburse DELL EMC for the reasonable value of any Deployed Capacity that is not Returned or is Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS. License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided by DELL EMC during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. DELL EMC will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. DELL EMC Warranty. During the Warranty Period, DELL EMC will maintain a Deployed Capacity's ability to

perform substantially in accordance with the related Documentation. Customer shall promptly provide DELL EMC with written notice of any material defect of which it becomes aware. DELL EMC shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If DELL EMC fails to cure such defect within the Cure Period, DELL EMC's entire liability and Customer's exclusive remedy shall be for DELL EMC to substitute the defective Deployed Capacity with an identical or equivalent Deployed Capacity model.

B. Exclusions. DELL EMC shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Deployed Capacity related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Deployed Capacity is used or other causes beyond DELL EMC's control; (iii) installation, operation or use not in accordance with DELL EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Deployed Capacity was not designed; (v) modification, alteration or repair by anyone other than DELL EMC or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. DELL EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without DELL EMC's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO DEPLOYED CAPACITY, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, DELL EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. DELL EMC AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Warranties.

(i). Validity and Documentation. Customer represents, warrants and covenants to DELL EMC and will provide to DELL EMC at DELL EMC's request all documents deemed necessary or appropriate by DELL EMC, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form

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satisfactory to DELL EMC) and Opinions of Counsel (in substantially such form as provided to Customer by DELL EMC and otherwise satisfactory to DELL EMC)(together "Documentation") to the effect that, as of the time Customer enters into this Agreement and each Schedule that:

(a) Customer is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the MFCA or any Schedule, with full power and authority to enter into this MFCA and any Schedules and perform all of its obligations under the Schedules;

(b) The MFCA and each Schedule have been duly authorized, authenticated and delivered by Customer by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this MFCA and each Schedule against Customer;

(c) This MFCA and each Schedule constitute the valid, legal and binding obligations of Customer, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Customer of the MFCA or any Schedule and the transactions contemplated thereby;

(e) Customer has complied with such public bidding requirements and other state and federal laws as may be applicable to the MFCA and any Schedule and the acquisition by Customer of the Deployed Capacity;

(f) The entering into and performance of the MFCA or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Customer; (ii) result in any breach of, or constitute a default under, any instrument to which the Customer is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of DELL EMC or on the Deployed Capacity, other than those created pursuant to this MFCA;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Customer, nor to the best of Customer's knowledge and belief is there any basis therefor, which if determined adversely to Customer will have a material adverse effect on the ability of Customer to fulfill its obligations under the MFCA or any Schedule;

(h) The Deployed Capacity is essential to the proper, efficient and economic operation of Customer or to the services which Customer provides to its citizens. Customer expects to make immediate use of the Committed Capacity, at a minimum, for which it has an immediate need that is neither temporary nor expected to diminish during

the applicable Flexible Consumption Period. The Deployed Capacity will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority; and

(i) Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Flexible Consumption Fees and other obligations under this MFCA and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

E. Operating Environment Warranty. Customer shall, at its expense, operate the Deployed Capacity with reasonable care and in accordance with the Documentation, and keep the Deployed Capacity located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

A. IP Indemnity. DELL EMC will: (a) defend Customer against any third party claim that Deployed Capacity or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Deployed Capacity from DELL EMC ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by DELL EMC. In addition, should any Deployed Capacity or Support Service become, or in DELL EMC's opinion be likely to become, the subject of such a Claim, DELL EMC may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Deployed Capacity or Support Service; (b) modify the affected Deployed Capacity or Support Service to make them non-infringing; (c) replace the affected Deployed Capacity or Support Service with non-infringing substitutes; or (d) notify Customer to return the Deployed Capacity and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this Section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Deployed Capacity or Support Services, and nothing in this Master Agreement or elsewhere will obligate DELL EMC to provide any greater indemnity.

B. Exclusions from Indemnity. DELL EMC has no obligation under Section 6.1 above: (a) if Customer is in

material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Deployed Capacity or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Deployed Capacity or Support Service was not designed, or use after DELL EMC notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Deployed Capacity or Support Service made by any person other than DELL EMC or its authorized representatives; (4) any modification to the Deployed Capacity or Support Service made by DELL EMC pursuant to instructions, designs, specifications or any other information provided to DELL EMC by or on behalf of Customer; (5) use of any version of a Deployed Capacity when an upgrade or newer iteration of the Deployed Capacity or Support Service made available by DELL EMC would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Deployed Capacity or Support Services.

C. Indemnification Process. DELL EMC's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to DELL EMC and taking reasonable steps to mitigate damages; (b) granting to DELL EMC the sole right to control the defense and resolution of the Claim; and (c) cooperating with DELL EMC in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF DELL EMC'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR DELL EMC'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE DEPLOYED CAPACITY, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF DELL EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR DELL EMC SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL,

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EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. CONFIDENTIALITY.

A. Existing Non-Disclosure Agreement: If Customer and DELL EMC have a non-disclosure agreement in place as of the date of this Master Agreement, then that non-disclosure agreement shall supersede this Section 8. Where no such non-disclosure agreement exists Section 8.B shall apply.

B. Confidential Information. “Confidential Information” means any information that is marked “confidential” or “proprietary” or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party’s possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party’s Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Master Agreement or any Schedule or purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer Data to which DELL EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, DELL EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party and its assignees may disclose Confidential Information to (A) other companies within the receiving party’s group, advisors, banks and agents for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such group companies, advisors, banks and agents comply with the foregoing; (B) to any third party for the purposes of raising funds secured on or collateralised by this Master Agreement and/or any Schedule

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(whether by way of bank loan or any other form of financing or fundraising or funding process); and (C) to the extent required by law, court order or regulation.

9. TRADE COMPLIANCE.

Customer’s usage of DELL EMC’s Deployed Capacity or Support Services and access to related technology (the “Materials”) are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

10. TERM; APPROPRIATION OF FUNDS; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive. Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Appropriation of Funds.

(i) Customer reasonably believes that legally available funds in an amount sufficient to make all Monthly Flexible Consumption Fees during the Flexible Consumption Period defined in Table 3.3 on each applicable Schedule and will do all things lawfully within its power (notwithstanding its right to self rule) to obtain and maintain funds from which Monthly Flexible Consumption Fees may be paid. The parties intend that the obligation of Customer to pay the Monthly Flexible Consumption Fee and other amounts due under a Schedule constitutes a current expense of Customer and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer’s current Fiscal Period.

(ii) Customer may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate or other such documentation as reasonably requested by and provided to DELL EMC) certifying that: (1) sufficient funds were not appropriated and budgeted by Customer's governing body or will not otherwise be available to continue the Schedule beyond the current Fiscal Period; and (2) that Customer has exhausted all funds legally available for payment of the Monthly Flexible Consumption Fee beyond the current Fiscal Period. Upon termination of the Schedule, Customer's obligations under the Schedule (except those that expressly survive the end of the Flexible Consumption Period) and any interest in the Deployed Capacity shall cease and Customer shall surrender the Deployed Capacity in accordance with Section 3.F and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented price of any component(s) of the DELL EMC Deployed Capacity not returned by Customer and for any damage to the DELL EMC Deployed Capacity beyond normal wear and tear. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection B.

(iii) Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Flexible Consumption Period for adequate funds to meet its obligations hereunder and to continue the Schedule in force.

C. Events of Default. Notwithstanding Customer's rights under Section 10 B. to non-appropriate, the occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer

is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

D. Remedies. If an Event of Default shall occur, DELL EMC may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Deployed Capacity as provided in Section 3G and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by DELL EMC in retaking possession of the Deployed Capacity and/or seeking to recover amounts due. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection D.

11. MISCELLANEOUS.

A. Notices. Notice to DELL EMC under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to: Dell_Legal_Notices@dell.com. All such notices will be effective upon receipt.

Dell EMC
Attn: Contracts Manager
Dell Legal Department
One Dell Way, Round Rock, TX 78682

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect,

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C. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by DELL EMC or its assignee of the right to receive payments and related rights due by Customer (iii) the purchase of all or substantially all of DELL EMC's assets or any deemed assignment or transfer by DELL EMC by reason of merger, consolidation, change-in-control or corporate reorganization. DELL EMC may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that DELL EMC remains responsible to Customer for the Services' performance.

D. Governing Law.

This Master Agreement is governed by the laws of the State in which Customer is located. Subject to applicable state and local laws, the exclusive venue for all litigation arising between the parties related to this Agreement and any Schedules issued hereunder shall be in the federal courts sitting within the State in which Customer is located. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY..

E. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

F. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

G. Financial Statements. In addition to providing the Documentation that may be requested by DELL EMC under Section 5D(i) above, Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as DELL EMC may from time to time reasonably request and subject to the applicable confidentiality terms as provided for in Section 8.

H. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended) In the event of a conflict between the terms of the MFCA and any Prime Contract, the MFCA shall prevail.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

EMC Corporation ("Dell EMC")

By: _____

Name (Print): _____

Title: _____

CUSTOMER NAME ("Customer")

By: _____

Name (Print): _____

Title: _____

**APEX FLEX ON DEMAND SCHEDULE TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – PUBLIC SECTOR ONLY**



For DELL EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand) – U.S. STATE & LOCAL GOVERNMENT

This Flexible Consumption Schedule (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Deployed Capacity from the Dell entity identified below (“**DELL EMC**”). Customer’s use of the Deployed Capacity is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	Governing Agreement: Customer’s existing Master Flexible Consumption Agreement with DELL EMC dated on or about: _____
Name of Dell EMC entity (“DELL EMC”): EMC CORPORATION 176 SOUTH STREET HOPKINTON MA 01748	Name of Customer: [xxxxx] Xxxx Xxxxxxx

1. **Effective Date, Commencement Date.**
 - 1.1 **Schedule Effective Date and Transaction Start Date.** This Schedule expresses the current understanding of DELL EMC and Customer with regard to the Deployed Capacity listed on the Attachment 1 hereto. This Schedule, when signed by DELL EMC and Customer takes effect as of the **Effective Date** shown above.
 - 1.2 **Commencement Date.** The Flexible Consumption Period shall begin on either (i) the first day of the first month following the date the Deployed Capacity has been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Deployed Capacity, (ii) the first day of the second month following the Deployed Capacity’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).
2. **Listing of Deployed Capacity; Unit of Measure (“UOM”) for Software; Level of Support Services.**
 - 2.1 **Deployed Capacity.** The Deployed Capacity subject to this Schedule is listed on the Attachment 1 hereto.
 - 2.2 **Unit of Measure for Software.** A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Software Use Rights Guide at <https://www.dellemc.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>
 - 2.3 **Support Services.** The following Table 2.3 specifies the level of Support Services to be provided for all Deployed Capacity during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	Xxxxxxxxxxx

- 2.4 **Support Services Terms.** Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf>.
Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf>.
Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: <https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf>.

3. **BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.**
 - 3.1 **Billing Metrics and Flexible Consumption Period.** Customer is authorized to use all or a portion of the Deployed Capacity and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, DELL EMC will measure the usage of the Deployed Capacity on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for

usage is based on a minimum committed amount of use (the **“Monthly Committed Capacity”**) plus any usage in excess thereof (use of the **“Monthly Reserve Capacity”**). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Deployed Capacity and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. **“Metered Total Capacity”** means the reported capacity of the Deployed Capacity based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Deployed Capacity as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay DELL EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer’s actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, DELL EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by DELL EMC..

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Deployed Capacity is made available for pick-up by DELL EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer’s use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer (**“Reserve Capacity Cap”**) except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.4 Purchase Order Requirements. Customer’s initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer’s purchase order(s) issued to DELL EMC in connection with this Schedule. If DELL EMC reasonably determines that the amount of Customer’s original purchase order will not cover the actual Flexible Consumption Fee, then DELL EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	\$X,XXX,XXX

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When DELL EMC and Customer have agreed on the increase, DELL EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and DELL EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

80%	\$ -	\$ -	\$ -
70%	\$ -	\$ -	\$ -
60%	\$ -	\$ -	\$ -
	48 Months	54 Months	60 Months

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify DELL EMC that Customer no longer wishes to use the Deployed Capacity. Customer shall completely migrate its information and data off of the Deployed Capacity and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Deployed Capacity will be returned to DELL EMC. However, until Customer notifies DELL EMC that Customer has removed its data and the Deployed Capacity has been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to DELL EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. DELL EMC shall deliver all Deployed Capacity to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, DELL EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).

Licensed Software Ship-To Address (one address):	Installation Site(s), if any:

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by DELL EMC, the assignee shall have all DELL EMC’s rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against DELL EMC or any third party. Customer and DELL EMC agree that a signed Schedule may be amended by written notice from DELL EMC to Customer provided such notice is to correct the serial (or service tag) number of Deployed Capacity.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC CORPORATION (“DELL EMC”)

ABC (“Customer”)

By (Sign): _____

By (Sign): _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.5 Purchase Order Requirements. Customer’s initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer’s purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer’s original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

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Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

STORAGE			
80%	\$ -	\$ -	\$ -
70%	\$ -	\$ -	\$ -
60%	\$ -	\$ -	\$ -
	48 Months	54 Months	60 Months
MEMORY			
80%	\$ -	\$ -	\$ -
70%	\$ -	\$ -	\$ -
60%	\$ -	\$ -	\$ -
	48 Months	54 Months	60 Months

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

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Table 4.3 – Shipment and Installation Site(s).

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Licensed Software Ship-To Address (one address):	Installation Site(s), if any:

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC Corporation ("Dell EMC")

ABC ("Customer")

By (Sign): _____

By (Sign): _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Attachment 1

Product list to be added

DELL EMC PROPRIETARY AND CONFIDENTIAL

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shawn Johnson, Chief of Staff
Date: 03/26/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Approval of Letter of Support: Flagstaff Shelter Services' Congressionally Directed Spending Request Letter of Support

STAFF RECOMMENDED ACTION:

Approve Letter of Support.

Executive Summary:

Awarded funds will support the shovel-ready improvements of two former motels in Flagstaff to create 161 units of safe, non-congregate emergency shelter for diverse individuals and families experiencing homelessness in northern Arizona. Flagstaff Shelter Services has already purchased both The Crown (a 58-unit property) and The Lantern (a 103-unit property) and is well-prepared to make crucial site improvements so these locations may serve vulnerable community members experiencing a housing crisis for years to come.

Financial Impact:

None.

Policy Impact:

This follows the City of Flagstaff goals of a Livable Community, Safe and Healthy Community, and Inclusive and Engaged Community.

Previous Council Decision or Community Discussion:

No.

Options and Alternatives to Recommended Action:

None.

Connection to PBB Priorities and Objectives:

This follows the City of Flagstaff goals of a Livable Community, Safe and Healthy Community, and Inclusive and Engaged Community.

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: [Letter of Support](#)



April 2, 2024

Dear Senators Sinema and Kelly,

I am writing to express my support for Flagstaff Shelter Services' congressionally directed spending request for the fiscal year 2025 appropriations process. Flagstaff Shelter Services is a critical community service provider caring for people experiencing homelessness in northern Arizona. Awarded funds will support the shovel-ready improvements of two former motels in Flagstaff to create 161 units of safe, non-congregate emergency shelter for diverse individuals and families experiencing homelessness in northern Arizona. The agency has already purchased both The Crown (a 58-unit property) and The Lantern (a 103-unit property) and is well prepared to make crucial site improvements so these locations may serve vulnerable community member experiencing a housing crisis for years to come. In a community with extremely limited non-congregate shelter options, this is a worthy and timely project. In fact, the Arizona Department of Housing has encouraged homeless service providers across the state to acquire blighted motels to help solve the housing crisis exacerbated by the COVID-19 pandemic. As the non-profit organization has repeatedly in the past, Flagstaff Shelter Services is stepping up to the plate and rising to help meet this community challenge.

As the largest emergency shelter provider in northern Arizona, Flagstaff Shelter Services has experience designing and implementing projects to address identified community needs and is well versed in administering federal funds appropriately and expeditiously to accomplish this. This makes the agency and its proposed project a wise choice for a congressionally directed spending appropriation.

We thank you for your time and consideration.

Becky Daggett

On Behalf of The Flagstaff City Council

Mayor

City of Flagstaff

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Anja Wendel, Senior Assistant City Attorney AW
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Parking District Enforcement Update and Consideration and Adoption of Resolution No. 2024-10 and Ordinance No. 2024-06: A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2024 Parking Code Amendments"; and, an Ordinance of the Flagstaff City Council, amending the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, by adopting by reference that certain document entitled "2024 Parking Code Amendments"; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-10
2. Read Ordinance No. 2024-06 by title only for the final time
3. City Clerk reads Ordinance No.2024-06 by title only (if approved above)
4. Adopt Ordinance No. 2024-06

Executive Summary:

ParkFlag will provide a Parking District Enforcement Update. ParkFlag is intending to start implementing existing City Code parking enforcement procedures that allow for immobilization and impoundment of vehicles where the registered owner of the vehicle has received three (3) or more judgments for parking tickets and the parking tickets remain unpaid after notice and opportunity to pay or contest placement on the immobilization and impoundment list.

The City Council is being asked to consider adoption of minor amendments to the City Code to clarify parking enforcement procedures. The primary changes are the following:

- Clarifies that ParkFlag will need to file notices of violation with the Flagstaff Municipal Court on the 16th day after issuance (per state law, A.R.S. Section 28-1592, these should be filed within 60 days, but the shorter time frame allows for the Court to process parking citations and notices of violation in the same manner).
- Clarifies that when the Police Department issues a parking citation, it must be immediately filed with the Court (per state law, A.R.S. Section 28-1593, these should be filed within 10 days). This is an existing practice.
- Clarifies that Flagstaff Municipal Court will enter default judgments within 30 days, if parking notices/citations are not timely paid or contested.
- Clarifies that a vehicle owner is entitled to a post-impoundment hearing if the vehicle was towed without first having been placed on the immobilization and impoundment list.
- Adds that the Flagstaff Municipal Court may send unpaid judgments to a collections agency.

Financial Impact:

ParkFlag anticipates that when it starts using vehicle immobilization and impoundment to enforce collection of unpaid parking tickets, that current repeat parking offenders will start paying parking tickets. ParkFlag does

not receive revenues paid to the Flagstaff Municipal Court, but this is anticipated to result in increased revenues to the City and the State.

Policy Impact:

These updates will revise ParkFlag's citation processing policy, providing guidance on the timing for entering citations into the court, and demonstrating the capability to implement an immobilization list for future scofflaws. As ParkFlag did not boot and tow previously there has been a decrease in compliance with some downtown users. Updating the code and utilizing enforcement authority will assist with behavior change and ensure compliance.

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.
- Achieve a well-maintained community through comprehensive and equitable code compliance and development

Carbon Neutrality Plan

- DD-4 Transform transportation policies and planning to incorporate greenhouse gas emissions analysis and reduce dependence on driving.

Regional Plan

- Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.
- Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:
 - a. Public transportation
 - b. Bicycles
 - c. Pedestrians

To the extent that charging for downtown parking encourages people to walk or bicycle downtown versus driving, the downtown parking program helps achieve DD-4 and Policy E.1.5. listed above.

Has There Been Previous Council Decision on This:

Yes. The City Council adopted the current Parking Code and it has been in effect for many years.

-
- Attachments:** Presentation
 Res. 2024-10
 2024 Parking Code Amendments
 Ord. 2024-06

PARKING CODE UPDATES

March 19, 2024





Introduction



Downtown Parking Overview

Downtown Parking Enforcement

Parking Code Updates – Seeking Council Approval



Parking District Overview

- ParkFlag manages Downtown & Southside areas
- Parking tickets are issued for code violations
- Many repeat offenders, not all pay
- City Code includes parking enforcement procedures
- ParkFlag has not historically used all available parking enforcement procedures



Parking District Enforcement

- Starting in April 2024, ParkFlag intends to start using its code authority that allows for immobilization and impoundment of vehicles for new, unpaid parking tickets
- Vehicles will be placed on the list only if the Flagstaff Municipal Court has entered 3 judgments, and the tickets remain unpaid
- ParkFlag is notifying the Downtown Business Alliance
- ParkFlag is notifying registered owners of vehicles with unpaid parking tickets



Parking Enforcement Process

- Parking ticket issued
- 15 days to pay ticket or request a hearing
- City will file complaint with the Court if ticket is not paid or if hearing is requested
- 30 days after ticket is issued, if not paid or contested, Court enters default judgment
- After 3 unpaid judgments, City will send notice of impending placement on impoundment/immobilization list
- 15 days to pay tickets or request a hearing



Parking Enforcement Process

- After a vehicle is placed on the immobilization and impoundment list, the registered owner still has opportunity to pay tickets
- After vehicle is immobilized or impounded, the registered owner will have to pay the tickets plus either the \$40 immobilization fee or towing and storage charges in order to obtain release of the vehicle

ANY QUESTIONS?



Parking Code Updates

- Clarifies that Police Department issues parking citations, ParkFlag issues notices of violations
- Provides that if owner fails to pay or contest a notice of violation within 15 days, ParkFlag must file a complaint on the 16th day (for Court jurisdiction)
- Clarifies Court will enter a default judgment 30 days after the parking citation/notice of violation was issued if ticket was not paid or contested
- Clarifies post-impoundment hearing only is available if vehicle was towed without having been placed on immobilization & impoundment list
- Adds that the Court will send unpaid judgments to a collections agency
- Miscellaneous minor changes

Council Discussion/ Next Steps

1. Notify public and repeat offenders about ParkFlag's intention to use immobilization and impoundment measures
2. If ordinance adopted, Parking Code Updates will be effective 30 days thereafter



RESOLUTION NO. 2024-10

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2024 PARKING CODE AMENDMENTS”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff City Code, Ordinance No. 2024-06, by first declaring said amendments to be a public record.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as “*2024 Parking Code Amendments*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

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

Attachments: Exhibit A *2024 Parking Code Amendments*

2024 PARKING CODE AMENDMENTS

The Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0003 Stopping, Standing and Parking Restrictions, is hereby amended by deleting and adding provisions to the code as shown in redline below (new text is underlined and capitalized in red, and deleted text is shown as stricken):

9-01-001-0003 STOPPING, STANDING AND PARKING RESTRICTIONS

A. **Applicability:** The provisions of this chapter prohibiting the standing, stopping or parking of a vehicle shall apply at all times or at those times herein specified or as indicated on official signs or parking meters, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with directions of a police officer or official traffic-control devices.

Any stopping, standing, or parking restrictions provided in this chapter shall not apply to any police officer, peace officer, or parking enforcement agent when such stopping, standing, or parking is for the purpose of actual performance of law enforcement duty.

The provisions of this chapter imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the standing, stopping or parking of vehicles in specified places or at specified times.

B. **Persons Liable:** Whenever any vehicle shall be parked in violation of any of the provisions of any ordinance prohibiting or restricting parking, the person in whose name such vehicle is registered shall be responsible for such violation and is subject to the penalties therefor.

C. **Defense to Liability:** Subsection (B) of this section shall not prevent a person from presenting evidence in any prosecution of a parking violation that a vehicle was not illegally parked or that said vehicle was not registered to said person at the time of the offense, or that said vehicle had been stolen at the time of the alleged offense. Proof that a person other than the registered owner was operating the vehicle at the time of the violation shall not constitute a valid defense to the substantive offense.

D. ~~Duty to Document~~ **RESPONSIBILITY FOR ENFORCEMENT OF PARKING VIOLATIONS: THE CHIEF OF POLICE AND HIS AUTHORIZED AGENTS, INCLUDING THE OFFICE OF THE PARKING MANAGER (PARKFLAG), ARE RESPONSIBLE FOR PARKING ENFORCEMENT.** It is the duty of the Chief of Police and his authorized agents to account for the issuance of all parking violations enumerated in this chapter and to take the following actions:

1. Document the date, time and location of the parking violation.
2. Document the State license number of any vehicle which is in violation of this chapter.
3. Document any other acts, knowledge of which is necessary to a thorough understanding of the violation of this chapter, and to issue a notice of violation in accordance with the provisions of subsection (F) of this section.

E. Violations:

1. Violation of any provision of this chapter which regulates the time, place, or method of parking shall be a violation subject to civil penalty not to exceed the amounts prescribed under subsection (H) of this section. ~~A separate fee schedule for fines in lesser amounts may also be adopted by the City Council by resolution.~~

2. Separate and Distinct Violations: Violations of this chapter regulating the time, place or method of parking which are continuous in nature shall constitute a separate and distinct violation for each full hour thereof.

3. Parking Prohibited:

a. A person shall not stop, stand or park a vehicle in any of the following places:

- (1) On a sidewalk.
- (2) In front of a public or private driveway, except that this subsection does not apply to a vehicle or the driver of a vehicle engaged in the official delivery of the United States mail if the driver does not leave the vehicle and the vehicle is stopped only momentarily.
- (3) Within an intersection.
- (4) Within fifteen (15) feet of a fire hydrant.
- (5) On a crosswalk.
- (6) Within twenty (20) feet of a crosswalk at an intersection.
- (7) Within thirty (30) feet of the approach to any flashing beacon, stop sign, yield sign or traffic control signal located at the side of a roadway.

(8) At any place where official signs prohibit standing or stopping.

b. A person who stops or parks a vehicle on a roadway where there are adjacent curbs shall stop or park the vehicle with its right-hand curb side wheels parallel to and within eighteen (18) inches of the right-hand curb, or within eighteen (18) inches of the left-hand or right-hand curb if the roadway is a one (1) way roadway.

c. A person who stops or parks a vehicle on a roadway shall not park in a diagonal manner but must park parallel to the roadway and no part of the vehicle may be in the roadway.

4. Limited Time Parking Areas: It is unlawful to park any vehicle in violation of any restriction so signed or marked.

5. Pay-to-Park Areas:

a. Operational Procedure to Be Followed: Immediately after parking a vehicle within a pay-to-park parking space, the person in the vehicle shall purchase a time period for the vehicle to remain within said parking space. To purchase a time period a person must deposit an acceptable form of payment in the nearest parking meter as indicated on the parking meter and follow operational procedures in accordance with the instructions posted on the parking meter. The vehicle may remain within said parking space only for the time period(s) purchased. Failure to deposit payment or follow the operational procedures shall constitute a violation of this chapter.

(1) For the first violation, or a violation more than one (1) year following a previous violation, a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(2) For a violation within one (1) year from a violation described in subsection (E)(5)(a)(1) of this section a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(3) For a violation within one (1) year from a violation described in subsection (E)(5)(a)(2) of this section a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(4) For a violation within a year from a violation described in subsection (E)(5)(a)(3) of this section, or any subsequent violations of this subsection, a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

b. Overtime Parking Violations: It is unlawful for any person to cause, allow, permit or suffer any vehicle registered in the name of, or operated by, such person to remain parked within any pay-to-park parking space beyond the time for which payment has been made. Any person who causes a vehicle to remain within a pay-to-park parking space overtime, or for more time than purchased, shall be in violation of this chapter and subject to the penalties as follows:

(1) For the first violation, or a violation more than one (1) year following a previous violation, a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(2) For a violation within one (1) year from a violation described in subsection (E)(5)(b)(1) of this section, a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(3) For a violation within one (1) year from a violation described in subsection (E)(5)(b)(2) of this section, a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(4) For a violation within a year from a violation described in subsection (E)(5)(b)(3) of this section, or any subsequent violations of this subsection, a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

c. Other Parking Meter Violations: The following shall constitute violations relating to parking meters, and are subject to the penalties set forth in the table in subsection (H)(3) of this section:

(1) To deface, damage, tamper with, open or willfully break, destroy or attempt in any manner to impair the function of any parking meter.

(2) To deposit or cause to be deposited in any parking meter any slugs, devices, or other substitutes for lawful payment as indicated on the parking meter.

(3) To make use of or operate any parking meter for the purpose of advertising or solicitation of business, either directly or indirectly.

(4) To permit, cause, or allow a bicycle, news rack, animal, or any other thing to be attached to or to be leaned against a parking meter.

(5) To permit, cause or allow any sign, symbol, sticker, graffiti or similar writings, photos or artwork to be written, etched, attached, hung or posted in any manner on a parking meter without the express written consent of the City.

6. Parking-Permit-Required Areas:

a. It is unlawful to park any vehicle in violation of any parking restriction as indicated and marked with signage.

(1) For the first violation, or a violation more than one (1) year following a previous violation, a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(2) For a violation within one (1) year from a violation described in subsection (E)(6)(a)(1) of this section a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(3) For a violation within one (1) year from a violation described in subsection (E)(6)(a)(2) of this section a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

(4) For a violation within a year from a violation described in subsection (E)(6)(a)(3) of this section or any subsequent violations of this subsection a fine will be imposed pursuant to the table set forth in subsection (H)(3) of this section.

b. Other Parking Permit Violations: The following shall constitute violations relating to permit parking and are subject to the penalties set forth in the table in subsection (H)(3) of this section:

(1) To falsely represent oneself as eligible for a parking permit or to furnish false information in an application for a parking permit.

(2) To assign or transfer a parking permit, with or without consideration, monetary or otherwise.

(3) To copy, produce, or create a facsimile of or counterfeit of a parking permit, or to display a facsimile or counterfeit parking permit for purposes of parking in parking-permit-required areas.

(4) To use, or to allow the use of, a parking permit for a vehicle other than the specific vehicle for which the permit was issued.

7. Seasonal Parking Restriction: No person shall park, or permit to be parked, on any street between midnight and 7:00 a.m., from November 1st to April 1st, any vehicle owned or controlled by that person.

a. Exceptions:

(1) The seasonal parking restriction does not apply to the following areas:

(a) The north side of the westerly one thousand (1,000) feet of Coconino Avenue.

(b) Both sides of Pine Cliff Drive for a distance of nine hundred (900) feet south of the south curb line of Ponderosa Parkway.

(c) Both sides of Locust Street (formerly Cottonwood Street) for a distance of three hundred fifty (350) feet south of the south curb line of Ponderosa Parkway.

(d) All public streets in the Aspen Place at the Sawmill development.

(e) Streets in those areas of the City that have been zoned to the Traditional Neighborhood District zoning designation.

(2) The seasonal parking restriction shall be from 3:00 a.m. until 7:00 a.m. for the following areas:

(a) Both sides of Leroux Street from Benton Avenue to Phoenix Avenue, and from Route 66 to Cherry Avenue.

(b) Both sides of Benton Avenue, Cottage Avenue, and Phoenix Avenue from Leroux Street to Agassiz Street.

(c) Both sides of Aspen Avenue from Beaver Street to ~~Agassiz~~ W.C. RILES Street.

(d) Both sides of Birch Avenue and Cherry Avenue from Beaver Street to San Francisco Street.

(e) The north side of Route 66 from Beaver Street to ~~Agassiz~~ W.C. RILES Street.

(f) Both sides of ~~Agassiz~~ W.C. RILES Street from Route 66 to Birch Avenue.

8. Reparking Prohibited: If a vehicle has been parked in an area on any street where parking is limited or restricted to a specified maximum period of time by official signs posted at that location, it is prohibited and a violation of this section to repark said vehicle within three hundred (300) feet of the location where it was first parked within the following four (4) hour period.

9. Parking within Lines or Markings: It is unlawful to park any vehicle across lines or markings painted upon the curb or street to designate a parking space or to park a vehicle in such a position that it shall not be entirely within the space designated by such lines or markings.

10. Large Vehicle Parking Prohibited: It is unlawful for anyone to park a vehicle, trailer or semi-trailer or more than fourteen thousand (14,000) pounds gross vehicle weight on that side of any public street which is on the boundary of or is within a land use zoning district of RR, RS, R1, RMM, RML, MH or PLO as designated on the current official zoning map except for the purpose of loading or unloading said vehicle or equipment.

F. PARKING CITATIONS AND NoticeS of Violation:

1. UPON ISSUING A PARKING CITATION, A CITY LAW ENFORCEMENT OFFICER WILL FILE A COMPLAINT IN THE FLAGSTAFF MUNICIPAL COURT.

2. IF A NOTICE OF VIOLATION HAS BEEN ISSUED BY PARKFLAG, PARKFLAG WILL FILE A COMPLAINT IN THE FLAGSTAFF MUNICIPAL COURT EITHER UPON THE SIXTEENTH (16TH) DAY FROM ISSUANCE OF THE NOTICE OF VIOLATION IF THE PARKING VIOLATION HAS NOT YET BEEN PAID, OR UPON SUCH EARLIER DATE WHEN THE REGISTERED OWNER OF THE VEHICLE HAS CONTESTED THE TICKET WITH PARKFLAG AND REQUESTED A HEARING.

3. In an action involving unlawful parking, a copy of the PARKING CITATION OR notice need not be personally served upon the owner or operator of the vehicle but may be served by conspicuously attaching a copy to the vehicle.

4. The PARKING CITATION OR notice OF VIOLATION shall include the date, time and location of the violation, the State license number of the vehicle unlawfully parked, reference to the City ordinance or code provision violated, the sanction for the violation, HOW PAYMENT IS TO BE MADE, and notice that within fifteen (15) calendar days from the day on which the notice was issued, the sanction for the

violation must be paid and received by the City of Flagstaff office designated by the City Manager or a written request for a hearing to contest the alleged violation must be made and received by the City of Flagstaff office designated by the City Manager. AT THE LOCATION STATED IN THE NOTICE, OTHERWISE A DEFAULT JUDGMENT SHALL BE ENTERED AGAINST THE REGISTERED OWNER OF THE VEHICLE FOR THE SANCTION PLUS LATE PENALTIES PURSUANT TO THE TABLE OF FINES SET FORTH IN SUBSECTION H(3).

G. Response to PARKING CITATION/Notice of Violation, Review and Hearing:

1. Within fifteen (15) calendar days from the day on which the PARKING CITATION OR notice was issued, the person or persons liable for the ALLEGED parking violation shall respond to the notice by:

a. Paying the civil sanction prescribed for the violation to the City BY THE MEANS STATED IN THE PARKING CITATION/NOTICE of Flagstaff office designated by the City Manager; or

b. Submitting a written request for a hearing to contest the alleged parking violation BY THE MEANS STATED IN THE PARKING CITATION/NOTICE, to the City of Flagstaff office designated by the City Manager. That designated office will then forward the violation to the Flagstaff Municipal Court for a hearing.

In the event the fifteenth day from the day on which the notice was issued falls on a Saturday, Sunday or legal holiday, then the person or persons liable for the parking violation shall respond by the next regular business day following the fifteenth day.

2. A civil traffic hearing for a parking violation may be heard by a MAGISTRATE OR civil traffic hearing officer at the Flagstaff Municipal Court pursuant to applicable State statutes and the Arizona Supreme Court Rules of Procedure in Civil Traffic Violation Cases. The MAGISTRATE OR hearing officer may make such orders as may be necessary and proper to dispose of such cases. Any fines imposed by the FLAGSTAFF MUNICIPAL COURT hearing officer shall not be less than a base fine of ten dollars (\$10.00) excluding State surcharges, ASSESSMENTS, and fees. Fines imposed after a civil traffic hearing BY THE COURT shall be paid to the Flagstaff Municipal Court. The Flagstaff Municipal Court shall transmit the portion of the fee due to the City of Flagstaff to the City Treasurer who shall account for the same per the City budget.

H. Penalties and Enforcement:

1. Minimum **BASE** Fine: ~~If payment of the fine is received or notice to contest is filed within fifteen (15) days of issuance of the notice of violation, t~~The sanction for a violation of this chapter ~~upon payment of the sanction or upon conviction shall be not less than ten dollars (\$10.00), plus State surcharges, and assessments, AND FEES.~~

2. Maximum **BASE** Fine: Every person held responsible for a violation of any provision of this section shall be penalized by a civil sanction not to exceed two hundred fifty dollars (\$250.00), excluding **STATE** surcharges, ~~and assessments, AND FEES.~~

3. Fines assessed for specific violations of this chapter are detailed in the table of fines set forth below and include **THE BASE FINE, surcharges and fees required to be assessed by State law, STATE SURCHARGES, ASSESSMENTS, AND FEES. THE TOTAL FINE PAID LATE INCLUDES A \$20.00 CITY ADMINISTRATIVE FEE.**

TABLE OF FINES

Parking Violation Code Section	Parking Violation Code Title	Total Fine Paid on Time	Total Fine Paid Late
9-01-001-0003(E)(3)(a)(1)	Parked on Sidewalk	\$97.00	\$147.00
9-01-001-0003(E)(3)(a)(2)	Parked Blocking Driveway	\$97.00	\$147.00
9-01-001-0003(E)(3)(a)(3)	Parked in Intersection	\$97.00	\$147.00
9-01-001-0003(E)(3)(a)(4)	Parked within 15 Feet of Fire Hydrant	\$97.00	\$147.00
9-01-001-0003(E)(3)(a)(5)	Parked in Crosswalk	\$97.00	\$147.00
9-01-001-0003(E)(3)(a)(6)	Parked within 20 Feet of Crosswalk at Intersection	\$97.00	\$147.00
9-01-001-0003(E)(3)(a)(7)	Parked within 30 Feet of the Approach of a Traffic Control Signal	\$97.00	\$147.00
9-01-001-0003(E)(3)(a)(8)	Parked Where Official Signs Prohibit Parking	\$97.00	\$147.00
9-01-001-0003(E)(3)(b)	Failure to Park within 18 Inches of the Curb	\$97.00	\$147.00
9-01-001-0003(E)(3)(c)	Failure to Park Parallel to Curb or Roadway	\$97.00	\$147.00

Parking Violation Code Section	Parking Violation Code Title	Total Fine Paid on Time	Total Fine Paid Late
9-01-001-0003(E)(4)	Failure to Obey Parking Signs or Marked Restrictions	\$48.00	\$98.00
9-01-001-0003(E)(5)(a)(1)	Failure to Pay Meter – First Violation	\$48.00	\$98.00
9-01-001-0003(E)(5)(a)(2)	Failure to Pay Meter – Second Violation within One Year of First	\$83.00	\$133.00
9-01-001-0003(E)(5)(a)(3)	Failure to Pay Meter – Third Violation within One Year of Second	\$115.00	\$165.00
9-01-001-0003(E)(5)(a)(4)	Failure to Pay Meter – Four or More Violations within One Year of Third	\$150.00	\$200.00
9-01-001-0003(E)(5)(b)(1)	Expired Meter – First Violation	\$48.00	\$98.00
9-01-001-0003(E)(5)(b)(2)	Expired Meter – Second Violation within One Year of First	\$83.00	\$133.00
9-01-001-0003(E)(5)(b)(3)	Expired Meter – Third Violation within One Year of Second	\$115.00	\$165.00
9-01-001-0003(E)(5)(b)(4)	Expired Meter – Four or More Violations within One Year of Third	\$150.00	\$200.00
9-01-001-0003(E)(5)(c)	Parking Meter Abuse	\$58.00	\$108.00
9-01-001-0003(E)(6)(a)(1)	Parked without Parking Permit – First Violation	\$48.00*	\$98.00
9-01-001-0003(E)(6)(a)(2)	Parked without Parking Permit – Second Violation within One Year of First	\$83.00	\$133.00
9-01-001-0003(E)(6)(a)(3)	Parked without Parking Permit – Third Violation within One Year of Second	\$115.00	\$165.00
9-01-001-0003(E)(6)(a)(4)	Parked without Parking Permit – Four or More Violations within a Year of Third	\$150.00	\$200.00
9-01-001-0003(E)(6)(b)	Parking Permit Abuse	\$58.00	\$108.00

Parking Violation Code Section	Parking Violation Code Title	Total Fine Paid on Time	Total Fine Paid Late
9-01-001-0003(E)(7)	Parked during Seasonal Restriction	\$48.00	\$98.00
9-01-001-0003(E)(8)	Reparking Prohibited	\$48.00	\$98.00
9-01-001-0003(E)(9)	Failure to Park within Lines or Markings	\$48.00	\$98.00
9-01-001-0003(E)(10)	Large Vehicle Parking Prohibited	\$48.00	\$98.00
9-01-001-0006	Disabled Parking Violations	\$265.00	\$315.00

* Code reviser's note: The amount shown in Ordinance 2018-38 has been corrected at the direction of the city to show the intended amount.

4. Default Judgment and Penalty Assessment: If the person or persons liable for a parking violation fail to respond by one (1) of the methods prescribed in subsection (G)(1) of this section, ~~THEN, within fifteen (15) days~~ **THIRTY (30) DAYS AFTER THE DATE OF VIOLATION,** of the issuance of the notice, a default judgment shall be entered against the registered owner of the vehicle **FOR THE SANCTIONS OWED, INCLUDING ANY LATE PENALTIES,** and the sanction for the violation shall automatically increase pursuant to the table **OF FINES** outlined in subsection (H)(3) of this section. **THE FLAGSTAFF MUNICIPAL COURT WILL SEND NOTICE OF ANY DEFAULT JUDGMENT TO THE REGISTERED OWNER OF THE VEHICLE.**

5. Disposition of Fines: Funds collected from fines on parking violations **OWED TO THE CITY** shall be turned over to the City Treasurer who shall account for the same per the City budget.

6 IN THE EVENT SANCTIONS AND LATE PENALTIES REMAIN UNPAID, THE FLAGSTAFF MUNICIPAL COURT WILL SEND THE CASE TO A COLLECTIONS AGENCY, AND THE OWNER OF THE REGISTERED VEHICLE SHALL BE RESPONSIBLE FOR PAYING COLLECTION AGENCY COSTS AS SET BY THE ARIZONA SUPREME COURT IN ADDITION TO THE BALANCE OF THE SANCTIONS AND LATE PENALTIES OWED. THE FLAGSTAFF MUNICIPAL COURT MAY REQUEST THE ARIZONA DEPARTMENT OF MOTOR VEHICLES AND/OR THE ARIZONA DEPARTMENT OF REVENUE TO ASSIST IN COLLECTION EFFORTS.

I. Immobilizing and Impounding of Vehicles:

1. The Police Department or ~~the Office of Parking Manager~~ PARKFLAG may remove and impound any unoccupied vehicle of any kind or description found violating any of the provisions of this chapter, or of any of the ordinances of the City of Flagstaff or the laws of the State of Arizona regulating the standing or parking of vehicles.

2. The Police Department or the Office of Parking Manager may immobilize by placement of a restraint in such a manner as to prevent a vehicle's operation, and may remove and impound any eligible vehicle upon a street, highway, public right-of-way, or city-owned or leased parking lot. A vehicle shall be eligible for immobilization and/or impoundment as provided herein any time after inclusion of its registered owner on an immobilization and impoundment list.

3. ~~The Office of Parking Manager~~ FLAGSTAFF MUNICIPAL COURT shall include a registered owner on the immobilization and impoundment list only if:

a. The registered owner has accumulated in the Flagstaff Municipal Court three (3) or more parking violation complaints on which the court has entered judgment for the State, whether by default or after an admission or finding of responsibility, and on which full payment has not been made; and

b. Notice of impending vehicle immobilization and impoundment has been: (1) personally served, or (2) sent to the registered owner via REGULAR U.S. MAIL, AND A COPY OF THE NOTICE HAS BEEN CONSPICUOUSLY ATTACHED TO THE VEHICLE, OR (3) THE NOTICE HAS BEEN SENT BY certified mail, return receipt requested. Notice via ~~certified~~ mail shall be sent to the address of the registered owner provided to the Arizona Motor Vehicle Division or at the last known address of the registered owner as indicated in the Flagstaff Municipal Court's records. The notice shall state the name and address of the registered owner, the license plate number of the vehicle, the nature of the ordinances violated, the violation dates, the numbers of the complaints, and the amount of the unpaid sanctions and surcharges. The notice shall advise that the registered owner may prevent his/her inclusion on the immobilization and impoundment list by paying, within fifteen (15) calendar days of the date of receiving said notice, all sanctions and surcharges, ~~and~~ THE NOTICE shall also advise that a person may challenge the validity of the notice of impending vehicle immobilization and impoundment WITHIN FIFTEEN (15) CALENDAR DAYS OF RECEIPT OF SUCH NOTICE by requesting a hearing in the Flagstaff Municipal Court, appearing and submitting evidence which would conclusively disprove liability for immobilization and impoundment, such as the sanctions for the violations cited in the notice were paid, or the registered owner has not accumulated three (3) or

more unpaid parking violation complaints on which the Flagstaff Municipal Court has entered judgment for the State.

C. IF THE REGISTERED OWNER REQUESTS A HEARING WITHIN FIFTEEN (15) DAYS FROM THE DATE OF RECEIPT OF SAID NOTICE, THE FLAGSTAFF MUNICIPAL COURT SHALL SET A HEARING TO DETERMINE WHETHER THERE IS A SUFFICIENT FACTUAL AND LEGAL BASIS FOR PLACEMENT ON THE IMMOBILIZATION AND IMPOUNDMENT LIST. A hearing provided by ~~this subsection~~ THE FLAGSTAFF MUNICIPAL COURT shall not determine the validity of or set aside any judgment entered on a parking complaint issued to the registered owner. The hearing shall be conducted informally before a MAGISTRATE ~~judge~~ or hearing officer and the technical rules of evidence shall not apply; provided, that the decision of the Flagstaff Municipal Court shall in all cases be based upon substantial and reliable evidence. FAILURE TO REQUEST OR ATTEND A SCHEDULED HEARING SHALL BE DEEMED A WAIVER OF THE RIGHT TO A HEARING.

~~43.~~ A registered owner shall be removed from the immobilization and impoundment list, PRIOR TO IMMOBILIZATION OR IMPOUNDMENT OF THE VEHICLE, by:

a. ~~Satisfying all of the judgments entered on the three (3) or more parking violation complaints that caused the registered owner to be included on the list.~~

b. ~~The Flagstaff Municipal Court upon a finding that the registered owner was not properly included on the immobilization and impoundment list.~~

~~5.~~ Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. The notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice shall state that the unauthorized removal of or damage to the immobilizing restraint is a criminal violation. The notice shall also state that unless arrangements are made for release of the vehicle within twenty-four (24) hours of immobilization, the vehicle may be towed and impounded. The notice shall also specify how release of the immobilizing restraint may be had.

~~65.~~ The Police Department or ~~the Office of Parking Manager~~ PARKFLAG may remove and impound any vehicle upon which an immobilizing restraint has been placed if no arrangements have been made for the release of the vehicle within twenty-four (24) hours of immobilization.

~~7~~6. It is unlawful for any person, without proper authority, to remove or attempt to remove, or for any person to damage, tamper with or deface an immobilizing restraint device that has been attached to a vehicle pursuant to this section, or to relocate or tow any vehicle so restrained.

8. WITHIN THREE (3) BUSINESS DAYS, EXCLUDING WEEKENDS AND CITY HOLIDAYS, AFTER A VEHICLE HAS BEEN IMPOUNDED, THE CITY SHALL EITHER SEND A NOTICE OF IMPOUNDMENT BY REGULAR U.S. MAIL TO THE REGISTERED OWNER OF THE VEHICLE AT THE ADDRESS OF THE REGISTERED OWNER PROVIDED TO THE ARIZONA DEPARTMENT OF MOTOR VEHICLES OR AT THE LAST KNOWN ADDRESS OF THE REGISTERED OWNER AS INDICATED IN THE FLAGSTAFF MUNICIPAL COURT'S RECORDS, OR THE CITY SHALL PERSONALLY SERVE A COPY OF THE NOTICE OF IMPOUNDMENT ON THE REGISTERED OWNER. THE NOTICE SHALL SPECIFY HOW RELEASE OF THE VEHICLE MAY BE HAD.

~~9~~7. If any unoccupied vehicle is in violation of any of the provisions of this code, or of any of the ordinances of the City of Flagstaff or the laws of the State of Arizona regulating the standing or parking of vehicles, or if the registered owner of any vehicle is included on an immobilization and impoundment list, then such vehicle shall be deemed to constitute a nuisance and the registered owner of the vehicle consents to immobilization and impoundment as provided herein. IF THE CITY HAS IMPOUNDED A VEHICLE UNDER THIS SUBSECTION, AND THE REGISTERED OWNER OF THE VEHICLE IS NOT ON THE IMMOBILIZATION AND IMPOUNDMENT LIST, THE REGISTERED OWNER SHALL BE ISSUED A PARKING CITATION OR NOTICE OF VIOLATION AND IS ENTITLED TO A POST-IMPOUNDMENT HEARING.

J. Immobilized and Impounded Vehicles--Release:

1. ~~Prior to a hearing on the validity of an immobilization or impoundment authorized by subsection (1)(2) of this section,~~ AFTER THE FLAGSTAFF MUNICIPAL COURT HAS ORDERED A VEHICLE PLACED ON THE VEHICLE IMMOBILIZATION AND IMPOUNDMENT LIST, AND THE VEHICLE HAS BEEN IMMOBILIZED OR IMPOUNDED, the registered owner of the immobilized or impounded vehicle or other person entitled to possession of the vehicle shall be permitted to secure release of the vehicle by:

A. furnishing evidence of ~~his or her~~ THE REGISTERED OWNER'S identity and ownership or right to possession and:

~~a.~~ B. ~~P~~aying the immobilization FEE TO THE CITY, and, if applicable, towing and storage fees TO THE TOWING COMPANY, and paying all the sanctions, surcharges and fees on the parking

violation complaints for which notice had been sent and hearing has been held or waived as provided by subsection (I)(3)(b) of this section TO THE FLAGSTAFF MUNICIPAL COURT;

~~b.— Posting a bond, or any other undertaking approved by the Chief Presiding Judge of the Flagstaff Municipal Court, in an amount equal to the immobilization and, if applicable, towing and storage fees, and all the sanctions, surcharges and fees on the parking violation complaints for which notice had been sent and a hearing has been held or waived as provided by subsection (I)(2)(b) of this section.~~

~~2.— Within five (5) business days after a vehicle has been impounded notice of impoundment shall be sent by certified mail, return receipt requested, to the registered owner of the vehicle at the address of the registered owner provided to the Arizona Department of Motor Vehicles or at the last known address of the registered owner as indicated in the Flagstaff Municipal Court's records. The notice shall state that the registered owner has the right to a post immobilization and/or post impoundment hearing as provided in subsection (J)(3) or (J)(6)(c) of this section.~~

23. IF A VEHICLE IS IMPOUNDED BY THE CITY WITHOUT FIRST HAVING BEEN PLACED ON THE IMMOBILIZATION AND IMPOUNDMENT LIST, THEN ~~†~~The registered owner of a vehicle immobilized or impounded under subsection (I)(2) of this section shall have the right to a POST-IMPOUNDMENT hearing to determine whether there was a sufficient factual and legal basis for the immobilization or impoundment or whether the owner was properly included on an immobilization and impoundment list, if the owner files a written request for a hearing with the Flagstaff Municipal Court within ~~fourteen (14)~~ FIFTEEN (15) calendar days after issuance of the notice specified in subsection (I)(8) ~~(J)(2)~~ of this section or within fourteen (14) calendar days of the immobilization or impoundment, whichever is later. A hearing shall be conducted within THREE (3) BUSINESS DAYS, ~~forty-eight (48) hours,~~ excluding weekends and CITY holidays, of THE FLAGSTAFF MUNICIPAL COURT'S receipt of a written request for hearing, unless otherwise waived by the registered owner. Failure to request or attend a scheduled hearing shall be deemed a waiver of the right to a hearing. In event of such failure, any bond or other undertaking deposited pursuant to subsection (J)(3)(B)(1)(b) ~~(4)(b)~~ of this section shall be forfeited. If the court determines that there were insufficient grounds for the immobilization or impoundment, the bond or other undertaking shall be exonerated. A hearing provided by this section shall not determine the validity of or set aside any judgment entered on a parking complaint issued to the registered owner. The hearing shall be conducted informally before a judge or hearing officer and the technical Rules of Evidence shall not apply; provided, that the decision of the Flagstaff Municipal Court shall in all cases be based upon substantial and reliable evidence.

3. THE REGISTERED OWNER OF THE VEHICLE IMPOUNDED WITHOUT FIRST HAVING BEEN PLACED ON THE IMMOBILIZATION AND IMPOUNDMENT LIST SHALL BE PERMITTED TO SECURE RELEASE OF THE VEHICLE BY FURNISHING EVIDENCE OF THE REGISTERED OWNER'S IDENTITY AND OWNERSHIP OR RIGHT TO POSSESSION AND BY:

(A) PAYING THE APPLICABLE TOWING AND STORAGE FEES OWED TO THE TOWING COMPANY; AND

(B) EITHER PAYING ALL THE SANCTIONS, SURCHARGES, AND FEES ON THE PARKING VIOLATION COMPLAINTS FOR WHICH NOTICE HAD BEEN SENT AND THE HEARING HAS BEEN HELD OR WAIVED UNDER SUBSECTION (I)(8) OR POSTING A BOND, OR ANY OTHER UNDERTAKING APPROVED BY THE CHIEF PRESIDING JUDGE OF THE FLAGSTAFF MUNICIPAL COURT, IN SUCH AMOUNT.

4. A lienholder asserting its right to possession of an immobilized or impounded vehicle pursuant to its conditional sales agreement may obtain immediate release of such vehicle by paying the immobilization FEE TO THE CITY and, if applicable, towing and storage fees TO THE TOWING COMPANY, and submitting a photocopy of the conditional sales agreement and title certificate, an affidavit stating that the purchaser is in default of the agreement and an indemnification certificate executed by an authorized agent of the lienholder. The requirements of subsection (J)(1) of this section shall not apply to a lienholder asserting its right to possession of an immobilized or impounded vehicle as provided herein.

5. The immobilization fee shall be forty dollars (\$40.00). The towing and storage fees shall be those fees set forth in the applicable current tow service contract between the City and the tow contractor providing the tow service.

6. No fees shall be assessed for any immobilization or impoundment which has been determined BY THE CITY OR FLAGSTAFF MUNICIPAL COURT to be without a sufficient factual or legal basis. The City shall be responsible FOR REIMBURSING THE REGISTERED OWNER WHOSE VEHICLE WAS TOWED WITHOUT A SUFFICIENT FACTUAL OR LEGAL BASIS FOR ANY TOWING AND STORAGE FEES THE REGISTERED OWNER HAS PAID IN ORDER TO SECURE RELEASE OF THE VEHICLE, OR IF THE VEHICLE HAS NOT BEEN RELEASED, THE CITY SHALL PAY ~~to the tow contractor~~ for any towing and storage fees incurred as a result of an impoundment determined to be without a sufficient factual or legal basis IN ORDER TO ALLOW FOR RELEASE.

~~6.—The registered owner or other person entitled to possession of a vehicle removed and impounded pursuant to subsection (1)(1) of this section may:~~

~~a.—Recover possession of the vehicle by paying to the tow contractor having custody of the vehicle the towing and any storage fees that may have accrued.~~

~~b.—Recover possession of the vehicle by posting a bond, or any other undertaking approved by the Chief Presiding Judge of the Flagstaff Municipal Court, in the amount of the towing and storage fees that have accrued to the tow contractor. Within thirty (30) days of the posting of the bond, a hearing before a magistrate or hearing officer shall be conducted in the Flagstaff Municipal Court to determine the propriety of the tow. If the court determines that there were sufficient factual and legal grounds for the tow, the bond or other undertaking shall be forfeited as payment thereof; if the court determines that there were insufficient grounds for the tow, the bond or other undertaking shall be exonerated.~~

~~c.—Demand on a form provided by the Flagstaff Municipal Court a hearing as to whether there was a sufficient factual and legal basis for removing and impounding the vehicle. The hearing may take place before a judge or a hearing officer. To be entitled to a hearing, a written demand must be filed with the Flagstaff Municipal Court within either five (5) days after Petitioner learned that the vehicle was impounded or missing, or within fourteen (14) days after the City sent notice of impoundment, whichever occurs first. The hearing must be held within forty-eight (48) hours after the filing of the written demand. A determination that there was an insufficient factual or legal basis for impounding the vehicle will require the tow contractor to release the vehicle without the payment of the towing and storage fees. In that event, the City shall be responsible for payment of the towing and storage fees. A hearing may be demanded by filing the appropriate form with the Flagstaff Municipal Court during regular business hours. The payment of towing and storage fees shall not release the owner or driver of such vehicle of any other penalty imposed for the violation of this code or the laws of the State of Arizona regulating the standing or parking of vehicles.~~

K. Impounded Vehicles--Record: The Police Department or **PARKFLAG** the Office of Parking Manager shall maintain a record of all vehicles impounded. Such records shall show the location from which the vehicle was removed, the date and time of removal, the name of the individual authorizing the removal, the reason for such removal and impounding, and the location at which the vehicle is presently stored. (Ord. 1185, Amended, 11-17-81; Ord. 1265, Amended, 03/15/83; Ord. 1995, Amended, 05/18/99; Ord. 2005-26, Amended, 11/01/2005;

Ord. 2007-42, Amended, 11/20/2007; Ord. 2012-02, Amended, 03/06/2012; Ord. 2016-05, Amended, 02/02/2016; Ord. 2017-01, Amended, 02/07/2017; Ord. 2018-38, Amended, 11/20/2018)

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 9 TRAFFIC, CHAPTER 9-01 TRAFFIC CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2024 PARKING CODE AMENDMENTS”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City desires to amend the City Code to clarify parking enforcement procedures.

ENACTMENTS:

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

SECTION 1. In General

That certain document known as “*2024 Parking Code Amendments*”, one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2024-10 of the City of Flagstaff, Arizona, and is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

The Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0003 Stopping, Standing and Parking Restrictions, is hereby amended by adopting those code revisions set forth in the *2024 Parking Code Amendments*.

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 2nd day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Wesley Welch, Planner
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-10: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 18.24 acres of real property generally located at 6500 E Route 66, from the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial (HI) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-10 by title only for the final time
2. City Clerk reads Ordinance No. 2024-10 by title only (if approved above)
3. Adopt Ordinance No. 2024-10

Executive Summary:

Direct to Ordinance Zoning Map Amendment requested by Tony Cullum Law, on behalf of the property owner RE ASSET MANAGEMENT, LLC, of approximately 18.24 acres located at 6500 E Route 66 from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Heavy Industrial (HI) zone with the Resource Protection Overlay (RPO).

Financial Impact:

No financial impacts are associated with this request.

Policy Impact:

There are no policy impacts associated with this request.

Previous Council Decision or Community Discussion:

There have been no previous Council decisions on this.

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-ways. Additionally, the applicant held two on-site neighborhood meetings regarding the case. These meetings were held on August 31, 2020 and December 18, 2023. As of the date of this staff report, no comments have been received regarding this application.

Options and Alternatives to Recommended Action:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background and History:

The applicant, Tony Cullum Law, is requesting a Direct to Ordinance Zoning Map Amendment on behalf of the property owner, RE ASSET MANAGEMENT, LLC, to rezone approximately 18.24 acres from the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial (HI) zone with a Resource Protection Overlay (RPO) located at 6500 E Route 66. This amendment would allow the property owner to utilize a portion of the site that can no longer be mined.

The subject property is located near the eastern border of the City Limits, off Route 66. Primary access to the site is through an access easement through the Coconino National Forest off Route 66. The site currently has two buildings on site, one shop and one double-wide trailer that is being used as an office. These buildings will remain on site. The applicant proposes to establish 15 contractor yards, which will be leased out, on the portion of the site that is no longer viable for mining.

Connection to PBB Priorities and Objectives:

Support and strengthen a robust, diverse, and sustainable economy.

The requested direct to ordinance zoning map amendment will help to establish an area in town where contractors can store their vehicles and equipment. This will provide them with an area that they currently do not have in town further strengthening and supporting our heavy industry within the City.

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

The site is located on an existing cinder mine on a portion that is no longer able to be mined. This will help to retain a similar land use on the site.

Connection to Regional Plan:

Please see attached Planning and Zoning Commission staff report for a detailed analysis of conformance with the Regional Plan and its goals and policies.

Connection to Carbon Neutrality Plan:

EP-2 Support the adaptation efforts of local businesses as the climate changes and the economic landscape shifts.

The referenced Carbon Neutrality Plan goal identifies that local business should adapt as the economic landscape shifts. The establishment of the Contractor Yards on a site that has historically been used for mining helps to create an area for Heavy Industry on a site that has been utilized as an industrial site.

Connection to 10-Year Housing Plan:

None.

Connection to Division Specific Plan:

Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

The following findings will be analyzed specific to the approved site plan and consider if the site were to be redeveloped entirely under the HI zone standards.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

See Planning & Zoning Staff Summary.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities must ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The proposed application meets this finding. IDS reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements. The applicant was required to bring a water line and hydrants to the site to mitigate any possible fire hazards that could occur on the site.

Attachments: [Presentation](#)
 [Application](#)
 [Planning and Zoning Commission Staff Report](#)
 [Ord. 2024-15](#)
 [Legal Description](#)
 [Narrative and Regional Plan Analysis](#)
 [Site Plan](#)
 [Citizen Participation Plan \(1/2\)](#)
 [Citizen Participation Plan \(2/2\)](#)

Wildcat Industrial Park Direct to Ordinance Zoning Map Amendment

6500 E Route 66

Wesley Welch, Planner





Wildcat Industrial Park

Property

650 E Route 66

APN 113-07-004, 113-07-003L

Proposed Use

Applicant wishes to utilize a portion of the existing mine that is no longer viable to lease contractor yards.

Request

1. Direct to Ordinance Zoning Map Amendment to rezone approximately 18.24 acres located at 6500 E Route 66 from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Heavy Industrial(HI) zone with the Resource Protection Overlay (RPO).





Site History



- The subject Property has been historically operated as a volcanic cinder mine.
- A portion of the site is no longer minable, the applicant is wishing to establish contactor yards that are leased out to local companies.
- The current zoning designation, Rural Residential, does not allow for this use.
- The applicant was required to bring a waterline to the property before the rezone was taken to public hearing.



Property Context Map

North

Mining land, zoned RR

West

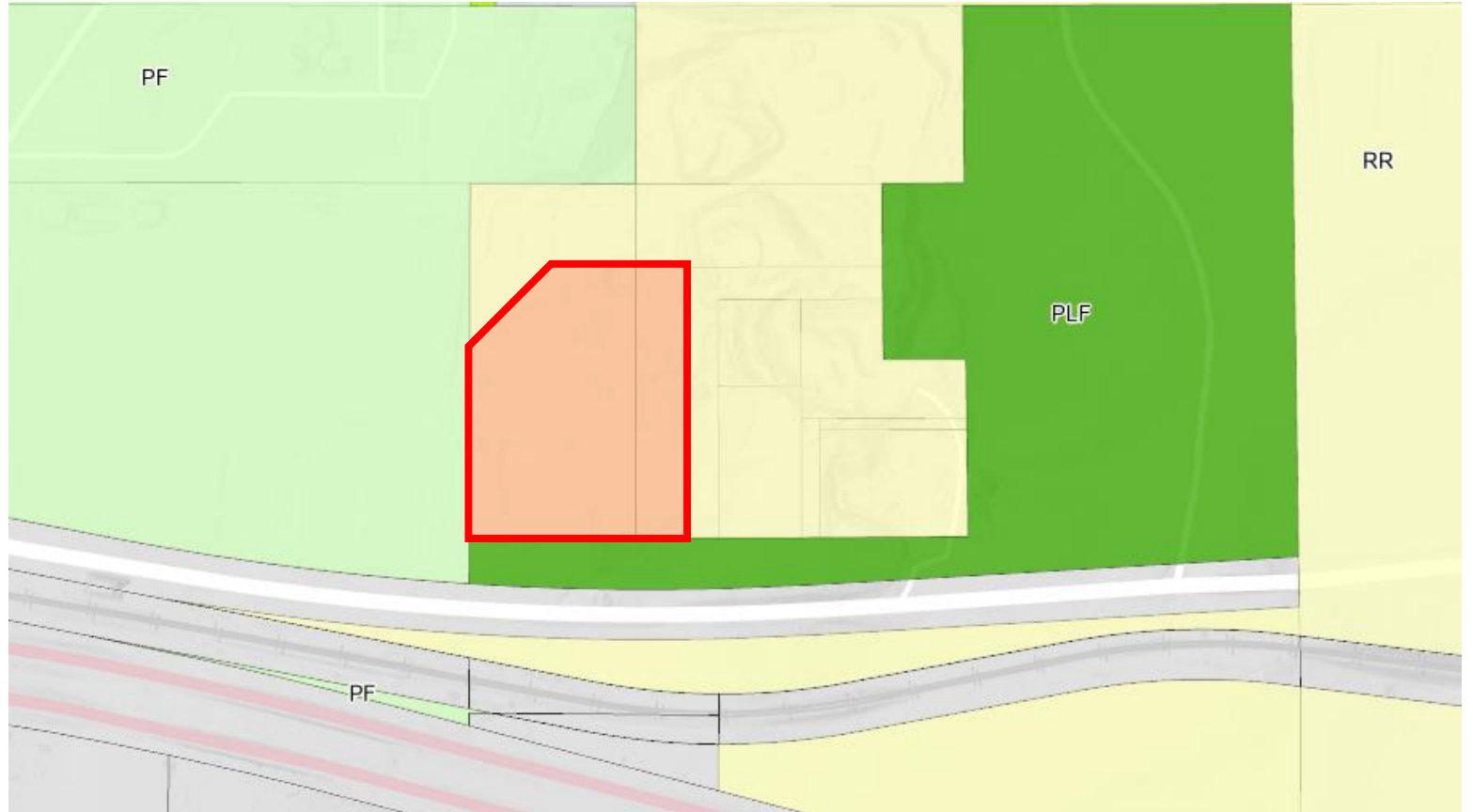
City of Flagstaff wastewater treatment plant, Zoned PF

East

Mining land, zoned RR

South

Coconino National Forest and right-of-way, zoned PLF





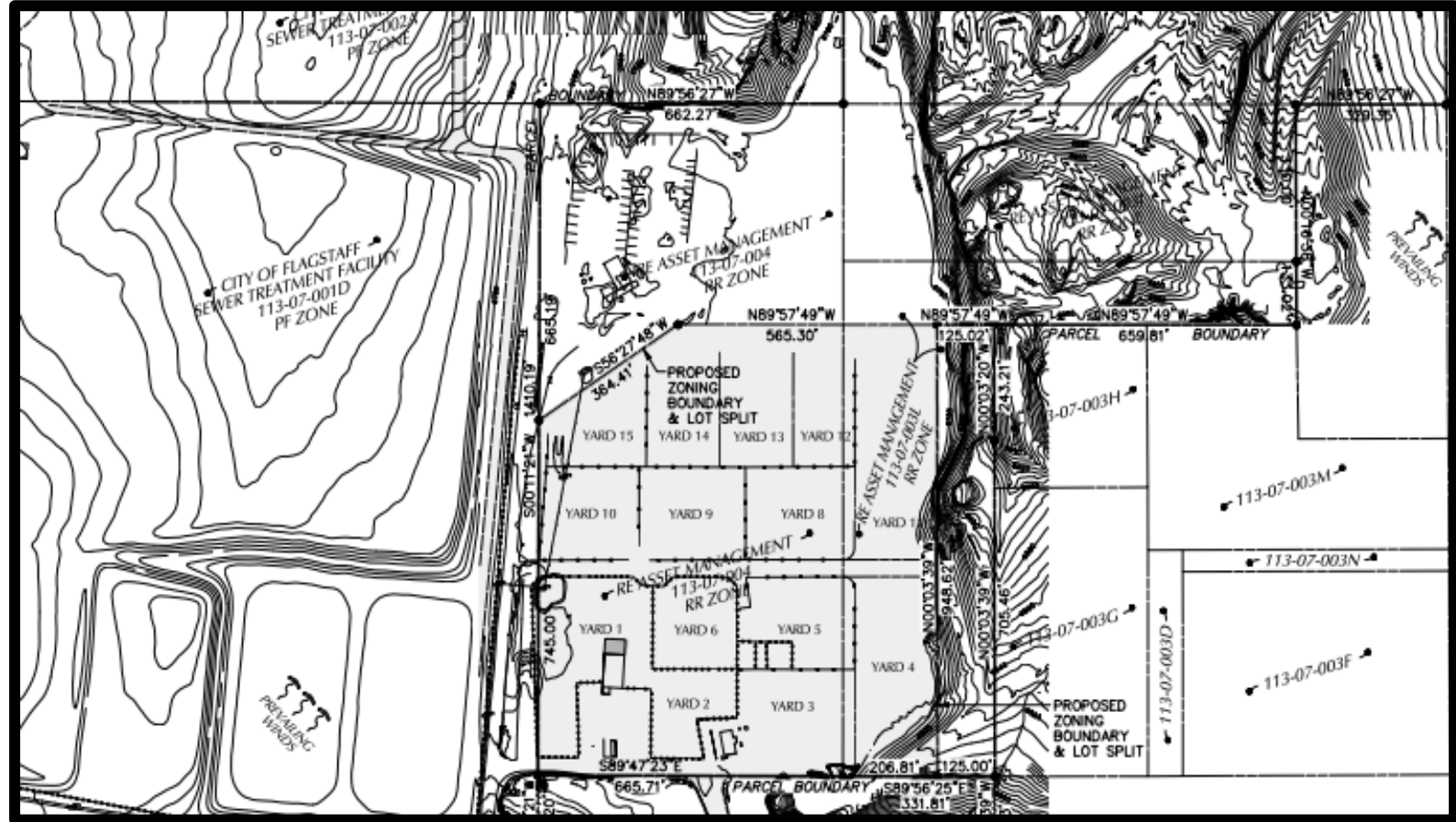
Types of Zoning Map Amendments

- Direct to Ordinance with a Site Plan
 - Requires applicant to submit fully developed site plans with all supporting information required for a site plan review.
 - Once a zoning map amendment is approved by Council, the project can proceed directly to construction plan review.
- Concept Zoning Plan
 - Process allows a concept plan and applicant to pursue site plan approval after the rezoning. This means staff has not reviewed building heights, landscape plans, outdoor lighting plans, signage or architectural design standards.

Wildcat Industrial Site Plan



- Establishment of 15 contractor yards
 - Two small existing buildings will remain on site.
- 18.24 acre site
- Existing parking for the office and shop, parking is not required for the contractor yards.



Impact Analyses



- There are three main impact analyses that can be triggered by code:
 - Traffic Impact Analysis
 - Water Sewer Impact Analysis (WSIA)
 - Stormwater Analysis
- A drainage statement was provided as part of the site plan drawings and was approved by stormwater.
- A WSIA was completed on December 2, 2019 and approved by city staff.
 - The City constructed a 12” water main along Rt 66 to the intersection of El Paso Road.
 - The developer constructed a looped waterline extension with an 8” waterline.



Zoning Map Amendment Findings



Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code prior to considering the proposed amendment



Zoning Map Amendment Findings



Finding #1

- The subject Property is designated as a Future Employment area type.
- An employment center may include mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy-industrial; and live-work spaces.



Zoning Map Amendment Findings



Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.



Zoning Map Amendment Findings



Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.



Zoning Map Amendment Findings



Adequacy of Site

- Staff believes that the proposed application meets this finding. The Inter-Division Staff (IDS) reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements.
- It was also determined that the site could not proceed with the rezone until a water line was extended to the site to mitigate possible fire hazards. The applicant has completed this requirement and now has a hydrant onsite.

Citizen Participation Plan



- Applicant held two virtual public meetings.
 - August 31, 2020 + December 18, 2023
- The majority of attendees were in support of the proposed rezone.
 - One concern was related to traffic if the site was developed further.
- A Citizen Participation Report was prepared and attached to the staff summary.
- Staff has not received any comments on this application.



Planning and Zoning Commission Recommendation

The Planning and Zoning Commission by unanimous vote (5-0) recommend the City Council finds the proposed Zoning Map Amendment in substantial conformance with the required findings and approve an amendment to the Zoning Map for 18.24 acres in the RR zone with the RPO to the HI zone with the RPO, with the following conditions :

1. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
2. Within 90 days of the approved zoning, the applicant must reconfigure the parcels to eliminate any split zoning.

Thank you!

Questions or Comments





City of Flagstaff

Community Development Division

211 W. Aspen Ave P: (928) 213-2618
 Flagstaff, AZ 86001 F: (928) 213-2609
 www.flagstaff.az.gov

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Minor Regional Plan Amendment			File Number
Property Owner(s)	Title	Phone	Email	
RE: Asset Management, LLC	owner	928-853-5577	robertdonaldmiller@gmail.com	
Mailing Address		City, State, Zip		
c/o Tony Cullum 14 E. Dale Ave		Flagstaff, Az, 86001		
Applicant(s)	Title	Phone	Email	
Re: Asset Management, LLC	owner	928-853-5577	robertdonaldmiller@gmail.com	
Mailing Address		City, State, Zip		
c/o Tony S. Cullum 14 E. Dale Ave		Flagstaff, Az 86001		
Project Representative)	Title	Phone	Email	
Tony Cullum, Guy Ecklund.	Atty/paralegal	(928) 774-2565	Ecklund@tonycullumlaw.com	
Mailing Address		City, State, Zip		
14 E. Dale Ave.		Flagstaff, Az 86001		
Requested Review				
<input checked="" type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Minor Regional Plan Amendment <input type="checkbox"/> Continued				

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
6500 E. Rt 66	113-07-004	
Existing Zoning District	Proposed Zoning District:	Existing Regional Plan Land Use Category
RR	HI	Employment Area
Existing Use	Proposed Use	
Mining Property	Storage yards for contractors, ect.	
Property Information:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Subject property is undeveloped land?	
Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category	
	Employment Area	
Property Owner Signature(required)	Date:	Applicant Signature
	8/4/2020	
		8/4/2020

For City Use		
Date Filed:	File Number(s):	Type of Zoning Map Amendment: <input type="checkbox"/> Small scale <input type="checkbox"/> Medium scale <input type="checkbox"/> Large scale <input type="checkbox"/> Multi-phase scale
P & Z Hearing Date:	Publication and Posting Date:	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number:	Amount: Date:	
Action by Planning and Zoning Commission:		Action by City Council:
<input type="checkbox"/> Approved		<input type="checkbox"/> Approved
<input type="checkbox"/> Denied		<input type="checkbox"/> Denied
<input type="checkbox"/> Continued		<input type="checkbox"/> Continued

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-19-00181-02

DATE: February 15, 2024
MEETING DATE: February 28, 2024
REPORT BY: Wesley Welch

REQUEST:

Direct to Ordinance Zoning Map Amendment requested by Tony Cullum Law, on behalf of the property owner Asset Management, LLC, of approximately 18.24 acres located at 6500 E Route 66 from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to the Heavy Industrial (HI) zone with the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, subject to the following conditions:

1. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
2. Within 90 days of the approved zoning, the applicant must reconfigure the parcels to eliminate any split zoning.

PRESENT LAND USE:

The subject property ("Property") is approximately a 18.24 acre portion of a parcel that has historically been used as a volcanic cinder mine.

PROPOSED LAND USE:

The applicant proposes to establish an area where yards are leased to various contractors for equipment and material storage. Construction storage/supply yards is a permitted use in the HI zone.

NEIGHBORHOOD DEVELOPMENT:

See the attached area context map.

North: Mining land owned by RE ASSET MANAGEMENT, LLC, zoned Rural Residential (RR)
East: Mining land owned by RE ASSET MANAGEMENT, LLC, zoned Rural Residential (RR)
South: Coconino National Forest, zoned Public Lands Forest (PLF) and right-of-way
West: City of Flagstaff wastewater treatment plant, zoned Public Facility (PF)

I. Project Introduction

A. Background/Introduction

The applicant, Tony Cullum Law, is requesting a Direct to Ordinance Zoning Map Amendment on behalf of the property owner, RE ASSET MANAGEMENT, LLC, to rezone approximately 18.24 acres from the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial (HI) zone with a Resource Protection Overlay (RPO) located at 6500 E Route 66. This amendment would allow the property owner to utilize a portion of the site that can no longer be mined.

The subject property is located near the eastern border of the City Limits, off Route 66. Primary access to the site is through an access easement through the Coconino National Forest off Route 66. The site currently has two buildings on site, one shop and one double-wide trailer that is being utilized as an office. These buildings will remain on site. The applicant proposes to establish 15 contractor yards, which will be leased out, on the portion of the site that is no longer viable for mining.

B. Proposed Rezoning and Development Plan

The applicant, Tony Cullum Law, is requesting rezoning approval to permit the leasing of contractor yards.

Site Plan

On July 14, 2023, the Inter-Department Staff (IDS) approved the Site Plan and deemed the rezoning application to be complete. Due to the fact that the contractor's yards are already existing on site, it was a requirement of staff that the waterline be constructed prior to the rezoning of the property.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 18.24 acres will be rezoned to the Heavy Industrial (HI) zone. Development of the site will be required to comply with the standards of the Zoning Code. This rezoning will be tied to the approved site plan.

i. Site Planning Standards

Due to the nature of the uses proposed for the site, the lack of new buildings being proposed, and the movement of heavy machinery around the site, there were no requirements from the Site Planning Design Standards that apply to this site.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. However, since the site has historically been used as a mine, there are no resources on the site to protect. The proposed zoning for the site will retain the Resource Protection Overlay for consistency.

iii. Open Space & Civic Space

The proposed use does not require either open space or civic space.

iv. Pedestrian and Bicycle Circulation Systems

There are no proposed pedestrian or bicycle facilities proposed as part of this application.

v. Compatibility and Architectural Design Standards

There are no large structures on site that would require Architectural Design Standards as part of this application.

vi. Landscaping

Due to the fact that this is an industrial use located in an industrial zone, there are no landscaping requirements as part of this application.

vii. Outdoor Lighting

The subject property is located within Lighting Zone 2. An outdoor lighting permit for any additional lighting is required as a separate submittal and is not required as part of this application.

viii. Parking

Due to the nature of the development, there are no required parking spaces for the proposed contractor yards. The two existing buildings on the property have un-paved parking areas near each building for visitors or those looking to lease one of the yards.

ix. Historic/Cultural Resources

The Heritage Preservation Officer has determined that no analysis of the site is required.

B. Public Systems Impact Analysis

i. **Traffic/Right-of-Way Impact**

No analysis was required.

ii. **Water and Wastewater Impact**

A WISA was completed on December 2, 2019 and approved by city staff. The City of constructed a 12” water main along Route 66 to the intersection of El Paso Flagstaff Road. The developer constructed a looped waterline extension with an 8” waterline. This loop will run from El Paso Flagstaff Road to the property frontage, at which point two dead end lines were installed. One runs east to service two buildings, and the other runs north to service another building. These two dead end lines have fire hydrants installed, for fire protection.

Staff determined it was not feasible to construct a sewer main and that the existing septic on site was acceptable for the intensity of the use.

iii. **Stormwater Analysis**

A drainage statement was provided as part of the site plan drawings and approved by stormwater.

II. **Zoning Map Amendment Findings**

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director’s recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. **Finding #1:**

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. **General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary**

When staff performs a Regional Plan (the “Plan”) analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan’s Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan’s goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: “Area Types” describe the place-making context of Urban, Suburban, Rural, or Employment, and “Place Types” such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types.

The subject property is designated as Future Employment area type. An Employment Center may include mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy-industrial; and live-work spaces. By establishing the contractor yards in this location, the City works towards establishing the area as a place for Industrial uses – bringing the area in

compliance with the Regional Plan.

ii. **Applicable General Plan Goals and Policies**

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The relevant goals and policies can be found below and within the developer's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each relevant chapter.

a. **Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)**

The subject property is located near Picture Canyon Reserve, but is on land that, historically, has been operating as a mine.

Policy E&C.2.1 aims to encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors. The proposed use will allow businesses to condense their equipment at one location reducing the number of tips across town.

Goal E&C.5 aims to preserve dark skies as an unspoiled natural resource and a core element of community character. As part of this redevelopment, any additional lighting on site will need to submit for an outdoor lighting permit to meet the current code.

Policy E&C.1.1 encourages strategies and partnerships to mitigate dust. The contractor yard portion of the property shall be covered with a cinder base to prevent dust and mud on the site.

b. **Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)**

Policy WR.3.2 encourages low-water consuming businesses and industries over water intensive uses. The proposed use will be operated as a storage yard for local contractors. The only water needed on site will be for fire protection.

Policy WR.5.3. aims to have developments identify downstream impacts as a result of development and provide for mitigation measures to address impact. The applicant has indicated that the leases will have stipulations that restrict the storage of hazardous liquids onsite. Lessees will also be required to maintain their vehicles so they do not leak or spill contaminants on the property. It is important to note that this is not a stipulation of the rezone and will be handled between the lessor and the lessees.

c. **Energy (Energy Efficiency and Renewable Energy)**

Goal E.1 encourages increasing energy efficiency and Policy E.2.1 aims to promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste. Though the proposed use is classified as heavy industrial, the establishment of these yards for contractors provide a central location to store their equipment. This will help to group the heavy industrial equipment in the city, making the City's heavy industrial uses more efficient and centralized.

d. **Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)**

Policy LU.7.3. requires development proposals to address availability of adequate public services. The applicant was required to extend a waterline to the property to ensure that proper water and fire control was provided.

Goal LU.16 aims to establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive, and compatible with adjoining nonindustrial uses. The

proposed contractor yards will establish a heavy industrial use in an area near a volcanic cinder mine as well as a wastewater treatment plan. This focuses the uses in the area and keeps the contractors from storing their equipment in other areas of town. There are few residential areas in the direct vicinity of the site.

Policies LU.16.1-5 all encourage the establishment of industrial uses in areas that are compatible with the surrounding development. The proposed site, located on old mining land, is located in an area that has remained relatively undeveloped. This grouping of industrial uses and equipment helps to establish an area for heavy industrial uses, which is a much needed land use within the city of Flagstaff.

e. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Goals of this type are more focused on the transportation network design. This project does not anticipate a large traffic impact since it is not open to the public and will only be used for the storage of contractor's equipment. In the applicant's narrative, they reference T.1.3 and T.3.6. However, staff believes these goals and policies do not apply to the site and the applicant's analysis of the goals and policies are not in line with the intent.

f. Neighborhoods, Housing, and Urban Conservation

Policy NH.6.1. aims to promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. As stated above, the redevelopment of this site continues to provide locations for heavy industrial uses. This maintains the context of the existing site while allowing for the expansion of heavy industrial uses.

g. Economic Development

Policy ED.3.8. aims to protect existing business and industrial land uses from encroachment and allow for their expansion. The establishment of the contractor yards on the mining site helps to create a buffer and the possibility of future expansion, through the rezoning of more property in the area.

Goal ED.9 aims to promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals. The City has aimed to establish and sustain heavy industrial uses within town, even as vacant industrially zoned parcels become harder to locate. Utilizing a site with a legal non-conforming use (existing mining) to create a space for various contractors and equipment storage maintains the character of the site while allowing it to evolve to meet the needs of today's industry.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities must ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements. The applicant was required to bring a water line and hydrants to the site to mitigate any possible fire hazards that could occur on the site.

III. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-ways. Due to the nature of the proposed Heavy Industrial use, the applicant was directed to expand the noticing to all property owners within 1000 feet of the site.

The applicant held two neighborhood meetings regarding this case. The first meeting was held virtually on August 31, 2020. The meeting was attended by the applicant's team and had an attendance of 20 citizens and business owners. Most of the support was positive, although there were concerns of future development as more of the mining area became mined out. Their main concern was traffic congestion in the area. They were informed that the current rezone would only be for one portion of the mine and any future development would have to go through the rezoning process.

The second required meeting was held on December 18, 2023. Due to the large amount of time that had occurred since the first meeting, staff wanted to ensure that the applicant held another meeting to discuss the project once more with those interested. This meeting was attended by 11 members of the public who were all in support. There were no comments of concern at this neighborhood meeting.

Staff has not received any comments from the public as of the writing of this report.

Attachments:

- Application
- Project Narrative and Regional Plan Analysis
- Site Plan
- WSIA
- Citizen Participation Plan
- Neighborhood Meeting Minutes

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 18.24 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 6500 E ROUTE 66, FROM THE RURAL RESIDENTIAL (RR) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE HEAVY INDUSTRIAL (HI) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Tony Cullum Law, (“the Applicant”), on behalf of the property owner RE ASSET MANAGEMENT, LLC, has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 18.24 acres of real property located within the City of Flagstaff, a legal description of which is provided in “Exhibit A” attached hereto and incorporated by this reference (“the Property”), from the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) to the Heavy Industrial (HI) zone with a Resource Protection Overlay (RPO) for the purpose of establishing the use of Contractor Yards as permitted in the Heavy Industrial zone; and

WHEREAS, the Applicant conducted a neighborhood meeting on August 21, 2020 and December 18, 2023 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on February 28, 2024, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant’s compliance with a certain condition set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the conditions recommended by the Planning and Zoning Commission and has found it to be appropriate for the Property; and

WHEREAS, the Council has read and considered the staff reports prepared by the Current Planning Division staff and all attachments to those reports, the Applicant’s application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) to Heavy Industrial (HI) zone with a Resource Protection Overlay (RPO) as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition:

CONDITION:

1. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
2. Within 90 days of the approved zoning, the applicant must reconfigure the parcels to eliminate any split zoning.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

****Exhibits on file with the Flagstaff City Clerk****

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of Parcel No. 2 and a portion of Parcel No.3 of Instrument 3445758 as shown on the Record of Survey Instrument 3457506, Coconino County Records (CCR), situate in section 9, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the southwest corner of said Parcel No.2;

Thence South 89°47'23" East along the south line of said Parcel No. 2 a distance of 665.71 feet to the southeast corner of said Parcel No. 2 which is the southwest corner of said Parcel No. 3;

Thence South 89°56'25" East along the south line of said Parcel No. 3 a distance of 206.81 feet;

Thence North 00°03'39" West a distance of 948.62 feet;

Thence North 89°57'49" West a distance of 565.30 feet;

Thence South 56°27'48" West a distance of 364.41 feet to a point on the west line of said Parcel No. 2;

Thence South 00°11'21" West along the west line of said Parcel No. 2 a distance of 745.00 feet to the **True Point of Beginning**;

Said parcel contains 18.23808 acres of land more or less.



East 3.6662 acres of Ins. 3654327 not to be Rezoned, retains RR Zoning

Narrative for Wildcat Industrial Park

The Applicant, RE Asset Management, LLC (and its Principal Owner, Robert Miller) owns the following 3 contiguous parcels located at 6400 E. Route 66, Flagstaff, Arizona, 86004 totaling approximately 58 acres.

113-07-004 (40 acres)

113-07-003J (7.48 acres)

113-07-003L (10.22 acres)

The above referenced parcels have historically been used as a volcanic cinder mine since long before the City of Flagstaff was incorporated and long before the City of Flagstaff's adoption of a zoning ordinance. Despite the fact that the property contained a heavy industrial mining use prior to the City of Flagstaff's incorporation, the City zoned the property RR (rural residential) when the city incorporated and adopted its zoning ordinance. The property is located in one of the few areas located in the City of Flagstaff with an existing heavy industrial context.

Although the 3 parcels owned by RE Asset Management continue to be used for volcanic cinder mining purposes, there are portions of Parcel 113-07-004 and 113-07-003L that have been mined out such that there are no longer any materials left for mining. RE Asset Management, LLC has therefore re-habilitated portions of parcel 113-07-004 and 113-04-003L totaling 18.24 acres to allow for other types of heavy industrial uses to occur on that portion of the parcel.

In recent years, Principal Robert Miller of RE Asset Management, LLC has discovered there is a great need in the City of Flagstaff for Contractor Yard/storage yard space, especially for construction professional and other businesses that store items that are not appropriate to be stored in non-industrial areas of the city (i.e. repo vehicles and trailer storage, river-runner equipment, empty tank storage, etc.).

In fact, Mr. Miller has learned there is simply nowhere in the City of Flagstaff or Coconino County for many such small business professionals to store their construction materials, equipment, and vehicles, etc. This has forced many small business owners to

operate illegally out of their homes (or other non-industrial properties), leaving them vulnerable to complaints from residential neighbors as well as zoning enforcement proceedings by the City of Flagstaff and Coconino County.

Due to its location away from residential neighborhoods and near heavy industrial mining uses, the rehabilitated portions of 113-07-004/003L is an ideal location in the City of Flagstaff for the proposed usage. The following are some examples of small business owners who have approached RE Asset Management, LLC expressing interest in leasing space long term on the rehabilitated portion of Parcel 113-07-004/003L for yard space:

- | | |
|-------------------------------------|-----------------------------------|
| 1. Alpha Towing and Recovery | Repo Vehicles and Trailer Storage |
| 2. AZ Boxes, LLC | Refer Storage |
| 3. AZ Burrow Begone | Equipment Storage |
| 4. Bob Lee & Sons Tree Service Inc. | Lumber Storage and Processing |
| 5. Carter-Cardlock | Empty Fuel Tank Storage |
| 6. Carter Oil Company | Empty Fuel Tank Storage |
| 7. Envirotech Services, Inc. | Aggregate Storage |
| 8. High-Tech Transportation | Trucking Storage |
| 9. Maclin Truck & Trailer LLC | Trucking Storage |
| 10. Oothoudt Trucking | Trucking Storage |
| 11. Power Contracting | General Contracting Storage |
| 12. Recapturing America | Refer Storage |
| 13. Ricardo Landscaping | General Landscaper Storage |
| 14. Sweeter Excavating | General Contracting Storage |
| 15. Timber Peaks Construction, LLC | General Contracting Storage |
| 16. Tom Farrell Trucking | Trucking Storage |
| 17. Tonto Supply, LLC | General Equipment Storage |
| 18. X-Press Trux, Inc. | Trucking Storage |
| 19. Price Trucking | Trucking Storage |
| 20. Johnsons Towing | Repo Vehicles and Trailer Storage |
| 21. Brian Madeira | Repo Vehicles and Trailer Storage |
| 22. Economy Towing | Repo Vehicles and Trailer Storage |
| 23. Ryder Logistics | Trucking Storage |
| 24. MoenKopi River Works | General Equipment Storage |
| 25. 3 Peaks Mobile Home | Trailer Storage |

26. Robert Macklin

General Equipment Storage

27. Quality Towing & Services

Repo Vehicles and Trailer Storage

The property is located within an Employment Area pursuant to the Flagstaff Regional Plan 2030. From an employment perspective, the applicant estimates that each contractor or other business that will lease space long term at the proposed site employs approximately 10 people. With 15 approx. spaces for lease at the site, the proposed use could accommodate approximately 15 businesses that will likely employ approximately 150 or more employees. From an employment perspective, the proposed rezoning will support existing and future businesses that provide valuable employment opportunities to the citizens of the Flagstaff.

In consideration of the need for contractor yard space in the City of Flagstaff, as described above, RE Asset Management has been working with the City in an effort to rezone a portion of Parcel 113-07-004 from RR to Heavy Industrial to allow for contractor yards on the rehabilitated portion of the property. As part of the City's approval process, RE Asset Management, LLC has obtained City concept plan approval, city site plan approval, and is now proposing a zoning map amendment pursuant to the zoning map amendment application and City approved site plan.. Please note the following with regard to the approved site plan:

1. As shown on the plan, the proposed rehabilitated portions of 113-07-004/0031 to be used for contractor's/storage yards is 18.24 acres in size. This 18.24-acre portion of Applicant's parcel is the only portion of its property that is proposed to be rezoned to Heavy Industrial. To address Staff's concerns regarding the creation of a split zoned parcel, RE Asset Management, LLC will reconfigure 113-07-004 and 003L such that only one parcel will be zoned Heavy Industrial with the remaining parcels keeping its Rural Residential zoning. Mogollon Engineering has prepared a lot split/combination survey attached, which show specifically how RE Asset Management, LLC intends to reconfigure its parcels as mentioned. While RE Asset Management, LLC previously considered rezoning all of its property to heavy industrial, this will not be feasible due to the City of Flagstaff's development standards for mining (or quarrying uses), as well as possible concerns of the State Mining Inspector as to how those standards may conflict with those of the mining regulations of the State of Arizona. The historic mining operation will therefore

continue to be operated as a legal nonconforming use on the 2 remaining parcels that will not be rezoned by RE Asset Management, LLC.

2. The site plan depicts 15 contractor's/storage yards on the 18.24 acre site to be rezoned. Individual yards will be delineated with fencing and the size of each yard can be adjusted with fencing based upon an individual contractor's need for space. Based upon demand for space, the actual number of yards may increase or decrease from 15 as needed in the future after the project has been approved.
3. Access to the property is proposed via the public E. Route 66 to and via a road that the RE Asset Management licenses from the City of Flagstaff. A copy of this license is enclosed herewith (LIC 2018-078-AG1).
4. Although RE Asset Management, LLC does not intend to use it (except for emergencies), the Coconino National Forest Service has issued the enclosed Private Road Special Use permit providing secondary access to the site onto Rt. 66. This secondary access is shown on the concept plan.
5. Due to the extreme topography in the area which would require sewer to be installed approx. 35 feet deep at certain locations, as well as the distance required to connect to the nearest usable public sewer, RE Asset Management has met with City of Flagstaff Utilities, which has agreed to support a waiver for sewer improvements under the city's "boonies clause". City of Flagstaff Utilities has agreed that the proposed contractor's yards are low impact (sewer wise) and that the 3 existing septic systems on the site are adequate for the proposed use. Additionally, City of Flagstaff Utilities has concurred that vault and haul systems could be established in the future if desired by RE Asset Management, LLC to accommodate sewer needs. City utilities has issued the enclosed Water and Sewer Impact Analysis dated 12/2/2019 confirming that a sewer extension will not be required for this project.
6. The City of Flagstaff is in the process of planning the construction of a 12-inch water main in E. Route 66 from Test Dr. to N. El Paso Road. City of Flagstaff Utilities Engineering Manager Ryan Roberts has informed the Applicant that this extension will be completed by June of 2021. RE Asset Management and its General Contractor, Warren Smith Contracting, are working to install an 8 inch water line from its property to connect into the city's new water main. RE Asset

Management, LLC has bonded for and obtained a permit from the City to ensure this work will be completed. Fire Hydrants are also proposed as shown on the approved plan, in addition to 3 water meter services being installed at RE Asset Management's property. City utilities has issued the enclosed Water and Sewer Impact Analysis dated 12/2/2019 confirming that a sewer extension will not be required for this project.

7. No permanent structures are proposed to be constructed as part of the rezoning.
8. A landscape buffer is not being proposed to buffer adjacent neighboring parcels that are zoned RR. The City's requirement for buffering will be accomplished with elevation changes, fencing, as well as distancing the proposed use from neighboring RR zoned properties in the manner shown on the attached concept plan.
9. There is an existing 3000 sf approx. shop building on the property being rezoned as depicted on the site plan. The shop building is a concrete block structure with concrete floors. It consists of two main truck bays. One bay is currently used for fixing heavy equipment and the other bay serves as a parts room with supplies for heavy equipment. Photos of the interior and exterior of this building is attached. This building will remain on the property and continue to be used by the owner in connection with the mining operation and for the proposed contractor yard use. It may be rented in the future to potential lessees of a particular contractor/storage yard.
10. There is an existing 1200 sf approx. Double Wide Mobile Office on the property being rezoned as depicted on the site plan. This structure shall be used as an office and sales room for the mining operation. There is a bathroom, four offices, a file closet, and sales area with customer transaction windows separating employees from customer. This building will remain on the property may be used in connection with the mining operation and/or may be leased to a potential lessee of a proposed contractor/storage yard use.

REGIONAL PLAN ANALYSIS

The Regional Land use and Transportation Plan has designated the site subject to rezoning as an "Employment Area". The proposed use of contractor's and storage yards conforms

to the policies of the “Employment Area” designation and an analysis of conformance to the Regional Plan is listed below:

Goal LU. 15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.

Applicant Comments:

The proposed contractor yards will allow the small business professionals described above and employees of same to operate businesses legally in the city on an intensive use basis, thereby allowing their businesses to succeed (further providing for significant employment opportunities for Flagstaff residents). The proposed site will serve as a small activity center where construction employees and business owners can store and access materials, equipment, and vehicles, etc. Transportation via construction vehicles to construction sites throughout Flagstaff is one form of multi-modal commuting. This form of commuting is required by a certain segment of society and the proposed contractor’s yards will provide a location for those types of vehicles to be legally parked and stored. Having a centralized legal location for this use will benefit businesses and employees.

The construction of the waterline including fire hydrants and other improvements associated with this project (fire hydrants) encourages efficient infrastructure and brings waterline infrastructure into an area of Flagstaff that needs it. Other properties and property owners in the area will benefit from the water line extension and will also help to make their properties developable in accordance with the regional plan.

The proposed use allows businesses to condense their equipment at one location reducing the number of business and vehicular trips across town thereby encouraging efficient infrastructure and multimodal commuting.

Policy LU.15.1 Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation services.

The proposal helps in line with grouping heavy industrial mining uses, with contractor and storage yard uses. The property is in the vicinity of the City of Flagstaff Wildcat Treatment plant, Flagstaff Mall, Flagstaff Auto Mall, Truck and auto Repair, Big Box Stores (ie. Home depot, Best Buy, etc.), Purina Dog Food, commercial and office activity on Route 66, Trucking and Auto Repair Shop. Public Transportation services are provided in this area. Skill training will be ongoing for employees at the proposed site.

Further Comments regarding LU 15 and 15.1

As stated above, the property is located within an Employment Area pursuant to the Flagstaff Regional Plan 2030. From an employment perspective, the applicant estimates that each contractor or other business that will lease space at the proposed site employs approximately 10 people. With 15 approx. spaces for lease at the site, the proposed use could accommodate approximately 15 businesses that will likely employ approximately 150 or more employees. From an employment perspective, the proposed rezoning will support existing and future businesses that provide valuable employment opportunities to the citizens of the Flagstaff. The business an employment activity created from the proposed use will support other businesses in the area. Contractors from the site will no doubt purchase equipment from Home Depot and will likely purchase vehicles and use auto repair services from the nearby auto mall, etc. Nearby restaurants, auto repair, retail, and commercial centers will also benefit from the proposed use economically thereby promoting the creation of future employment opportunities by other businesses in the area of the subject property. By grouping the proposed use in the vicinity of an area that includes such business diversity professional offices, light industrial, transportation services and other businesses will also be supported.

Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.

Locating construction vehicles, equipment, and materials, etc. at the proposed site away from residential neighborhoods, in a centralized location, will help to keep industrial uses and industrial traffic out of residential areas. The site is also conveniently located inside Flagstaff City limits providing for a fast commute for employees and business owners who are commuting to and from the proposed site to access materials, vehicles, etc. From a planning standpoint, 15.2 is a conflicting policy. Mixing residential and industrial uses in this area is discouraged to reduce nuisances (noise, traffic,

dust pollution from the mine, etc.) and preserve the heavy industrial context for necessary industries **This is a conflicting policy.**

Policy 15.3 Incorporate the neighborhood/support retail and other commercial uses, including childcare facilities with new and renovated employment centers.

These uses are not appropriate because of the heavy industrial nature of the area.

Policy 15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.

RE Asset Management will coordinate with the City of Flagstaff to accommodate pedestrian/biking paths (including FUTS) facilities and transit facilities on or near RE Asset Management, LLC's property.

Goal LU.16. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.

As stated above, the size and number of contractor yards on the site can be adjusted based upon market need, thereby providing flexible space for contractors and construction professionals in Flagstaff. The property is in the vicinity of a mine and the City of Flagstaff Wildcat Sewer Treatment Plant and far away from City of Flagstaff residential neighborhoods. The proposed site is an ideal location for the proposed use and is compatible with the surrounding area. The site will be constantly managed by RE Asset Management to ensure the property is well maintained in an attractive manner suitable for the area and for nearby nonindustrial uses.

Policy LU.16.1 Encourage the continued intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment where appropriate.

The property is a historic mine. The proposed heavy industrial use at the mine location encourages existing industrial uses from encroachment.

Policy LU.16.2. Ensure new industrial areas are compatible with surrounding areas.

As stated, the property is in the vicinity of a mine and the City of Flagstaff Wildcat Sewer Treatment Plant and is located far away from city of Flagstaff residential neighborhoods. The proposed site is an ideal location for the proposed use.

Policy LU.16.3. Locate new industrial areas near the rail line, major highways or the interstate, and ensure they are designed to be compatible with surrounding uses and gateway features.

- The property is located near I-40 and the Santa Fe Railroad. As stated above, the proposed use is compatible with surrounding uses.

Policy LU 16.4. Limit the impacts of truck traffic on residential areas.

For the reasons stated above, there will not be any impacts from truck traffic on residential areas. The site is located far away from residential area in perhaps the most rural area of the City of Flagstaff.

Policy LU 16.5. Consider all health impacts on the community in the design of new industrial uses, such as wastewater treatment, traffic safety, noise, and other impacts.

Additional Goals and Policies addressed in the regional plan:

Air Quality Goals and Policies (Chapter IV Environmental Planning and Conservation)

E&C.1.2 Pursue reduction of total emissions of high priority pollutants from commercial and industrial sources and area-wide smoke emissions:

Comment: The proposed use of leasing storage space does not create pollution. The Storage facility will not be responsible for the type of vehicles stored.

E&C 1.3 Encourage strategies and partnerships to mitigate dust:

Comment: The roadways are constructed from recycled asphalt aggregate for the specific purpose of mitigating dust pollution. The contractor yard portion of the property shall be covered with a cinder base to prevent dust. The Cinder base also shall serve to keep the ground from becoming muddy.

E&C 2.1 Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, residential sectors.

Comment: The proposed use allows businesses to condense their equipment at one location reducing the number of business and vehicular trips across town thereby supporting a reduction in energy consumption and fossil fuels.

Water Demand Goals

WR 3.2 Favor low-water consuming businesses and industries over water intensive uses

Comment: The proposed use does not require any water with exception for water needed for fire protection. The proposed use is therefore a very low water consuming use.

Stormwater and Watershed Management Goals and Policies

WR 5.3 Identify downstream impacts as a result of development and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.

Comment: City Storm water staff has approved the applicant's proposed storm water plans on 6/4/2020. Onsite drainage designed to be retained on site and will be collected in the norther east corner of the property being rezoned and will percolate and

evaporate onsite. The applicant will have leases with each contractor and lessee of contractor yards whereby each lessee will be restricted from storing hazardous liquids onsite. Further, Lessees will be required in the least to maintain their vehicles, etc. such that they do not leak or spill contaminants on the property. The applicant and the applicant's staff will also monitor the site regularly to ensure lessees are complying with these provisions.

Renewable Energy Goals and Resources:

E.2.4 Encourage small scale renewable energy production and use on the local level on appropriate residential, commercial and industrial parcels.

Comment: The proposed use is primarily for storage of equipment and items and therefore requires little energy. If a contractor needs energy, they can use a generator on an as needed basis. Further, as the applicant mines and rehabilitates his adjacent cinder mine, the applicant has future ambitions of developing a 4 acre approx. site on future rehabilitated property with a solar farm. Contractors/lessee's would then have the ability to use solar power on the property. In the meantime, Contractors will be allowed and encouraged to use their own solar equipment if they need energy. Also, as stated above, as the applicant mines and rehabilitates his adjacent cinder mine, the applicant has future ambitions of developing a 4 acre approx. site on future rehabilitated property for solar farm purposes. Contractors/lessee's would then have the ability to use solar power on the property. In the meantime, Contractors will be allowed and encouraged to use their own solar equipment.

Mobility and Access Goals

T1.3 Transportation Systems are consistent with the place, type, and needs of people:

Comment: The proposed use allows businesses to condense their equipment at one location reducing the number of business and vehicular trips across town. The industrial site is appropriately located away from residences and neighborhoods thereby not impacting residential areas. City staff is not requiring any off-site traffic improvements.

Environmental Considerations Goals and Policies

T.3.6 Seek to minimize noise, dust, vibration, and light impacts of transportation Projects on nearby land uses.

Comment: The project is located adjacent to a volcanic cinder mine and the city's Wildcat treatment plant. The site is also located across the street from the railroad. Noise and vibration occurring on the site will not be a nuisance. There is no lighting proposed so there will be no impacts from lighting.

Goal ED.3 Regional Economic development partners support the start-up, retention, and expansion of existing business enterprise (see response under 3.1 below):

ED 3.1 Encourage regional economic Development partners to continue proactive programs to foster the retention and expansion of existing enterprises and home-based businesses in the community.

Comment: By providing the much-needed storage space to business in need of it, will help to foster the retention and expansion of existing enterprise. It will also help to allow more business owners and their employees to work from home while storing commercial and heavy industrial equipment at an appropriate industrial location.

Comment: We have discussed this case with the City of Flagstaff's Business Retention and expansion manager. John Saltonstall, AZED Pro. In regard to this case, he stated verbatim in an email to the applicant's representative dated 7-21-2020, "As our industrial lands are converted to other uses, it is increasingly difficult for all types of industrial businesses to operate in Flagstaff." In reviewing the list of above list of businesses interested in leasing space at the processed site, he further stated "Seeing that you (the applicant) already have a list of businesses that have expressed interest to you (the applicant) for the storage yard is compelling and ELIMNATES doubt whether the yard makes sense or not, WHICH IT DOES."

ED 3.5 Advocate the economic sustainability and growth of businesses with opportunities for transitional commercial with opportunities for transitional space, leased space, and property ownership.

Comment: The proposed rezoning provides leased space for businesses in dire need of such space thereby promoting economic sustainability and business growth. It also helps to provide opportunities for transitional commercial by giving them transitional space should they be looking for a permanent location to own.

ED 3.8 Protect existing business and industrial land from encroachment and allow for their expansion.

Comment: The leased space provided helps to allow existing businesses to expand without individually having to purchase expensive property just for storage. Existing businesses need more space to expand, and the proposed use provides them with more space. The property subject to the rezoning has always been an industrial site, by keeping the property industrial and providing much needed leased space for businesses in an industrial location will help to protect other existing businesses and industrial land in Flagstaff from being encroached upon.

Business Attraction Goals and policies

Goal ED.4 Support efforts to recruit diverse new businesses and industries with the region:

Comment: The proposed use will help to recruit new businesses and industries by giving them a place to store their materials, vehicles, and goods. It will help new businesses to be recruited in the area and succeed.

ED4.4 Identify and support community resources that assist new businesses such as work force housing, marketing, building processes, venture capital, financing, and management:

Comment: The proposed use is a community resource benefitting the businesses in the community with space to store their items to assist new business such as those referenced in policy ED4.4.

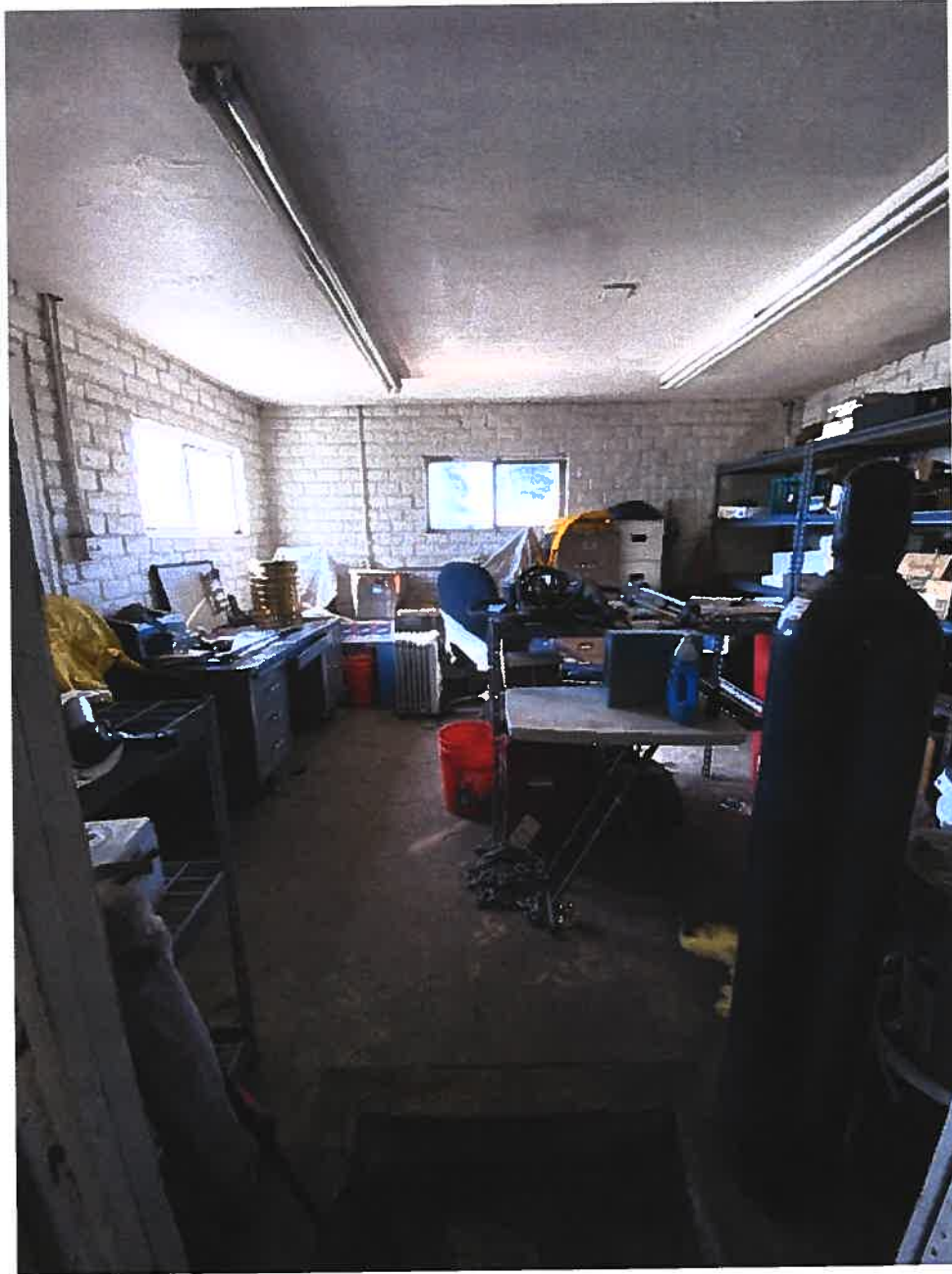
ED 4.5 In an effort to promote the sustainability of resources, the city will encourage all new and expanded commercial and industrial development to be energy and water efficient.

Comment: As stated above, the proposed use requires little energy (if any) and no water use.

The proposed use is a heavy industrial use to be located in a heavy industrial area. There will be no impact other than positive health impacts to the area by bringing waterline infrastructure and other infrastructure to the site.

In consideration of the foregoing, RE Asset Management, LLC hereby respectfully requests the enclosed Site plan application and future rezoning/zoning map amendment application be approved.

Shop Building



Shop Building



Shop Building



Shop Building



Double Wide Mobile Office



Double Wide Mobile office



Double Wide Mobile Office



Double Wide Mobile Office



Double Wide Mobile Office



INDEX #: LIC-2018-078-AG1

(Assigned by Clerk's Office)

DOCUMENT TRACKING FORM

Please submit to Deputy City Clerk

Document(s) will not be processed until form is complete

Submitted for: Signatures Completed Original for scanning/filing CHANGES (Include Index #)

REMINDERS

- ◆ Fill in all dates/blanks
- ◆ Outside parties should sign first (when possible)
- ◆ Tab signature/notarization lines
- ◆ Include one (1) original for City Clerk's Office
- ◆ Attach all exhibits
- ◆ Legal must review/approve prior to routing

DOCUMENT TYPE: Contract Development Agreement IGA Grant
 Lease/Property License Agreement MOU Reclaimed Water
 Other

Change Order/Amendment to: _____ Prior Index No. _____ C.O./Amend. No. _____

Document Title CROSS-ACCESS LICENSE AGREEMENT

Parties RE ASSET MANAGEMENT, LLC

Project/Subject SHARED ACCESS ROAD (WILDCAT HILL WASTEWATER TREATMENT PLANT SITE)

Amount: _____ Eff. Date: UPON SIGNATURES Expires: 10 YEARS

Approved by Council? Yes No If yes, date of meeting: _____ (Attach copy of approved staff summary)

LEASE/PROPERTY USE ONLY

Execution Date: _____ Term: Notice: _____ Adjustment Date: _____

Index Factor: _____ MR Billing/ Acc: # _____ Revenue Acc: _____

Maintenance: Lessee Lessor Other _____ Reports: Annual Semi-Annual Other _____

Automatic Renewals? Yes No If renewal(s) available, City Attorney's Office must complete following box

Conditions of renewal(s) including authority _____

INSURANCE? Yes No If yes, attach Certificate of Insurance approved by Risk Management

Warranty? Yes No N/A If yes, length of time? _____ Expiration Date: _____

Submitted By: CHARITY LEE Date Submitted: 10/3/2017 No. of Originals: 1

Key Contact: CHARITY LEE Department: REAL ESTATE Extension: X 2072

Comments: _____

Handwritten signature and date: 10/3/17

DELIVERABLES? No Yes (If yes, attach deliverables sheet)

CITY CLERK'S OFFICE USE ONLY

DATE RECEIVED: 10-03-2017

To City Attorney: _____ Date Signed: _____

To City Manager: _____ Date Signed: _____

To Mayor: _____ Date Signed: _____

To City Clerk: _____ Date Signed: _____

To Recorder: _____ Date Returned: _____

No. of Originals Returned: _____ Date Scanned: _____

Returned to: _____ Signature _____ Date _____

CROSS-ACCESS LICENSE AGREEMENT

**THE CITY OF FLAGSTAFF
and
RE ASSET MANAGEMENT, LLC**

This Cross-Access License Agreement (the "Agreement") is made this 4 day of October, 2017 by and between the CITY OF FLAGSTAFF, Arizona, an Arizona municipal corporation (the "City") and RE ASSET MANAGEMENT, LLC, an Arizona limited liability company ("Business Owner").

RECITALS

A. The CITY OF FLAGSTAFF is the owner of property identified as Coconino County Assessor parcel number(s) 113-07-001D and 113-07-002A, located at 2800 North El Paso Road, Flagstaff, Arizona ("City Property"). This City Property is the site of the City of Flagstaff Wildcat Hill Wastewater Treatment Plant.

B. RE ASSET MANAGEMENT LLC is the owner of property identified as Coconino County Assessor parcel number 113-07-004, located at 6500 East Route 66, Flagstaff, Arizona ("Business Owner Property"). The Business Owner owns and operates a mining business on the Business Owner Property.

C. A physical road is present and has been used by both parties for many years to access their respective properties ("the Shared Access Road.") A map showing the road in relation to the City Property and Business Owner Property is attached hereto as Exhibit A and incorporated by reference.

D. The parties currently do not have recorded legal rights to cross each other's properties, and in addition to this Agreement, are considering long term options for legal access rights.

NOW, THEREFORE, the parties agree as follows:

1. Grant of License; Description of Use

The City hereby grants non-exclusive license to Business Owner to use that portion of the Shared Access Road that lies within City Property for ingress and egress to the Business Owner's Property for business operations purposes.

The Business Owner hereby grants a non-exclusive license to City to use that portion of the Shared Access Road that lies within Business Owner Property for ingress and egress to the City for City operations purposes.

2. Term of Agreement

This Agreement will be effective from the date of the last signature for a period of ten (10) years, unless terminated earlier by one of the parties pursuant to Section 3, below. This Agreement may be extended for additional years as determined by both parties upon renewal.

3. Modification and Termination Clause

- 3.1 This Agreement may be modified only by a written instrument executed by duly authorized representatives of the parties.
- 3.2 Either party may terminate this Agreement by providing the other party with ninety (90) days' advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

4. Maintenance of Shared Access Road

During the term of this Agreement Business Owner will maintain the Shared Access Road in good condition, and provide for snow removal.

5. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. Assignment Prohibited This license is a personal right to the City and Business Owner and is not subject to assignment without the written consent of both parties, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF FLAGTAFF


RE ASSET MANAGEMENT LLC


Josh Copley, City Manager

Name: Clarence E Morgan
Title: Vice-President
Dated: Oct 3, 2017

Dated: 10/4/17

Attest:



City Clerk

Approved as to form:



City Attorney

Attachment: Exhibit A

S:\Legal\Civil Matters\2017\2017-201 Cross-Access License for N El Paso Road\Cross Access License with RE Asset Mgmt 5-15-17.docx

Exhibit A



Auth ID: PEA0605
Contact ID: REASSETS
Expiration Date: 12/31/2019
Use Code: 753

FS-2700-4c (03/06)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**PRIVATE ROAD SPECIAL USE PERMIT
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

RE ASSETS LLC, C/O ED MORGAN PO BOX 30326, FLAGSTAFF, AZ 86003 (hereafter called the Holder) is hereby authorized to use National Forest lands for the construction, reconstruction, maintenance, and use of a road within the Coconino National Forest for the following purposes:

ACCESS TO PRIVATE PROPERTY

The lands covered by this permit are located in the County of Coconino, State of Arizona and are described as follows:
Sec. 9, T. 21 N., R. 8 E., GILA AND SALT RIVER MERIDIAN

This permit covers a right-of-way 200 feet in length, 40 feet in width, containing approximately .18 acres, and is located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the map or plat attached hereto as exhibits A & B and made a part hereof.

This permit is made subject to the following terms, provisions, and conditions:

1. This permit is subject to all existing easements and valid rights existing on this date.
2. The Holder in exercising the privileges granted by this permit shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, and shall comply with all State standards for public health and safety, environmental protection, and siting construction, operation, maintenance of or for rights-of-way for similar purposes if those standards are more stringent than applicable Federal standards.
3. The Holder shall cut no timber except as authorized by construction stipulations or maintenance agreements.
4. The Holder shall provide maintenance so that no damage occurs on adjacent National Forest land. The Holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.
5. Holder shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with Federal and State laws.
6. Holder shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this permit.
7. Holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this permit. The initial payment is set at \$70.50 or the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$70.50 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the Holder to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.
8. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

9. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Service prior to beginning such construction or reconstruction.

10. The Holder shall repair fully all damage to National Forest roads and trails caused by the exercise of the privileges granted by this permit.

11. The United States may use the roads without cost for all purposes deemed necessary or desirable in connection with the protection and administration of the lands or resources of the United States, provided that it will use the road for commercial hauling purposes, other than the removal of timber cut in construction or maintenance of the road or other occasional incidental use, only after arranging to pay or perform its pro rata share of road maintenance.

12. The Forest Service alone may extend rights and privileges for use of the road constructed on the premises to other non-Federal users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the holder, and reconstruct the road as necessary to accommodate their use.

13. The Forest Service retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses, for other than road purposes, upon, over, under, and through the permit area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

14. The Forest Service shall have the right to cross and re-cross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.

15. The Holder shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

16. Unless sooner terminated, or revoked by the Regional Forester, this permit shall expire and terminate on 12/31/2019. At that time, if the holder still needs the road for the purposes for which this permit is granted, the permit will be reissued for a period of 10 years (or the estimated remaining life of the project, whichever is less). At the time of reissuance, the terms and conditions may be modified and new conditions or stipulations added at the discretion of the Forest Service.

17. This permit may be terminated or suspended upon breach of any of the conditions herein, or revoked at the discretion of the Issuing Officer.

18. Upon termination or revocation of this special-use authorization, the Holder shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the authorized officer, unless otherwise waived in writing or in the authorization. If the Holder fails to remove the structures or improvements within a reasonable period, as determined by the authorized officer, they shall become the property of the United States, but this does not relieve the Holder from liability for the removal and site restoration costs.

19. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

20. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

21. Liability. For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

22. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

23. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.


24. Assignability. This authorization is not assignable or transferable. If Holder, through death, voluntary transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be owner of the above-described real property accessed by the authorized road, this authorization will terminate.

25. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

26. Cultural Resources Protection (D001RO). The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

27. Native American Grave Protection and Repatriation Act (X003RO). Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.

In Witness Whereof, the parties hereto have caused this authorization to be duly executed on this day of Month/Year.

Holder By:  for RE ASSETS LLC	USDA - Forest Service 5 1 2009 By: <u>Nora B Rasure</u> Name Nora B. Rasure Forest Supervisor Coconino National Forest
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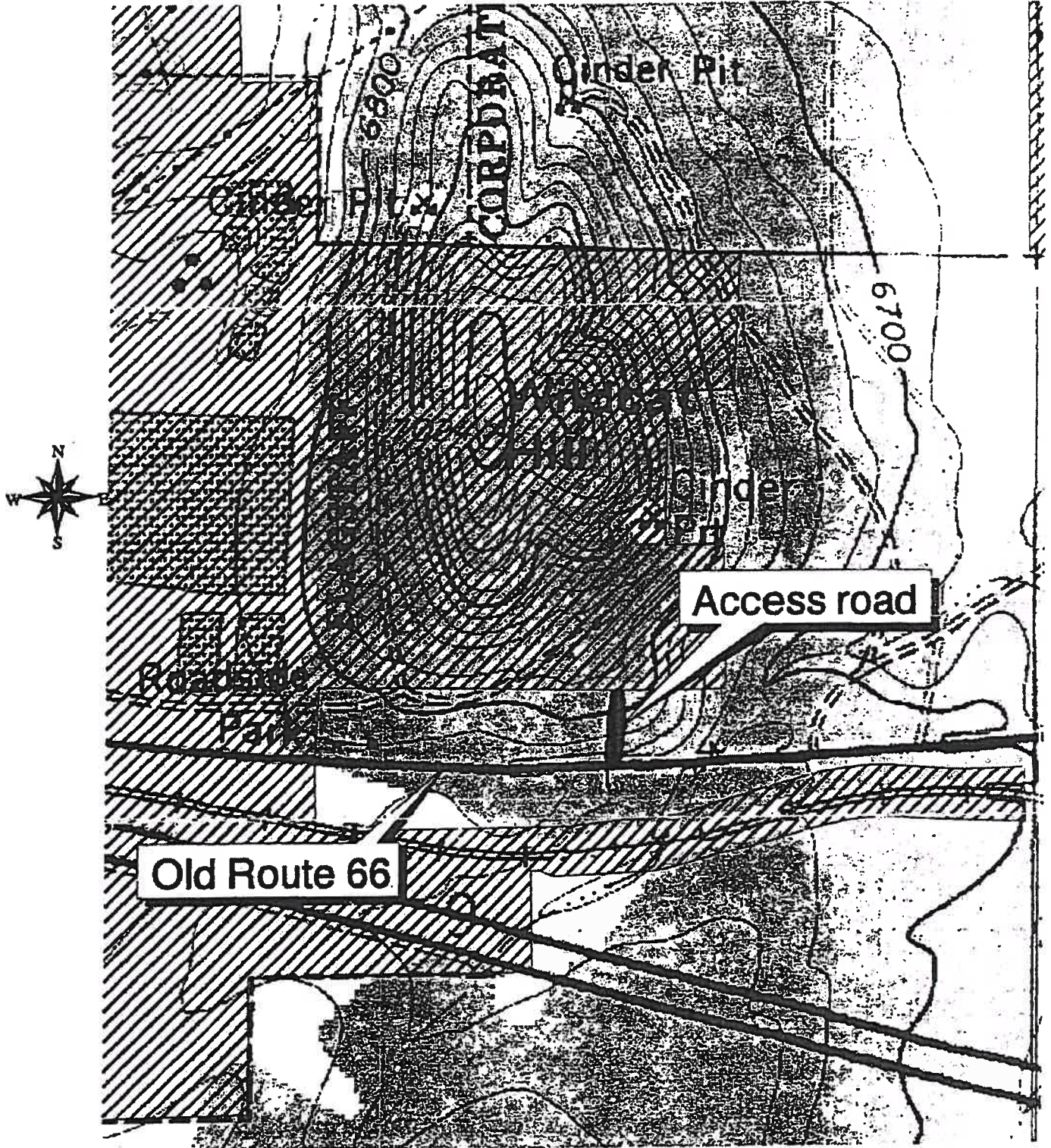
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0598-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Private access road
T21N, R8E, Section 9
EXHIBIT B



0.07 0 0.07 0.14 Miles

EXHIBIT A ROAD MAINTENANCE OPERATIONS

General Specifications

All work shall be performed in a professional manner. Personnel and equipment shall be capable of performing the work. Using a tow-able drag is not permitted under this special use permit.

The maintenance work to be performed shall include grading and shaping the roadway and shoulders; cleaning and shaping the drainage ditches, grade dips and water bars; cleaning out catch basins, inverts, interior and outlets of culverts; removal of limbs, brush and obstructions; and the cleaning and shaping of lead-off ditches.

In general, the roadway and shoulder shall be shaped so that the centerline is crowned and a transverse slope of approximately 2% is attained toward each shoulder. In some cases, out sloping may be permitted if authorized by the Forest Service. Maintain existing crown. All berms either new or existing shall be removed from the roadway shoulder to the maximum extent possible. Only short lengths of berms will be permitted to remain on roadways, not to exceed 12 feet where protruding stumps at shoulder level or outlets to culverts prohibit removal. The only exception to this will be on roads where berms have been incorporated into design to prevent erosion of fill slopes.

The blading shall proceed in an orderly fashion by successive passes with a grader parallel to the road centerline, progressing from the lower side to the upper side of the roadway and back across. In the process, all ruts shall be filled and a crown formed on the roadway. Portions of roadways, when excessive ruts or corrugation exist, when ruts or corrugation are 3" deep or more, shall be flat bladed before pulling ditches.

Fines dislodged in blading roadways shall not be wasted over shoulders of roads; these fines shall be incorporated in plating of existing roadbed. Rocks over 3 inches shall be wasted over shoulders away from outlets of culverts, travelway and ditchline.

Ditch blading shall consist of removing slough, road surfacing material, large rocks, and other obstructions. Care shall be taken to not widen or deepen the ditch. Widened roadway sections at curves, fill and turnouts shall also be included in the blading of the roadway. The shoulder line shall be definite, continuous and smooth, with no abrupt changes in alignment.

The blading shall maintain the roadway width as existing. Cutting backslope or increasing the slope of the shoulder shall not increase Road widths.

Cleaning Culverts and Ditches

The upper and lower ends, as well as the inside of existing culverts, for a minimum distance of 2 feet shall be thoroughly cleaned to provide unobstructed flow to and from the culverts. Limbs, brush and all other types of trash on backslope within 5 feet of inlet and outlet of culverts shall be removed.

Catch basins shall be cleaned of excess material above the flow line of culverts or above the floor of concrete or masonry catch basins, the discharge end of culverts shall be cleared of material to the elevation of culvert outlets for a distance of 5 feet.

Dikes (ditch blocks) for intercepting flow of water on a sidehill installation shall be no higher than the culverts diameter and in any case, lower than shoulder of road.

Ditches – All roadway ditches, lead off ditches from culverts or cut sections, and lead in ditches shall be cleaned of any material that would obstruct the flow. The work is to be accomplished so that reasonable conformance to previous line, grade, and cross section will be achieved.

Grade Dips – Grade dips shall be maintained so as to be of sufficient depth and width to adequately drain away from roadway. Grade dips shall be maintained in accordance with attached drawing.

Removal of Obstructions

Removal of trees, limbs, brush and obstructions shall be limited to those that are within 3 feet of the travelway, obstructing the driver's sight distance. Limbs will be pruned next to trunk of trees with exception of portions of overhanging limbs. Material removed shall be scattered outside the road prism.

Public Safety

The blade operator shall exercise due caution and care when operating to prevent undue conflict with public users of roads.

A reflectorized "Slow Moving" vehicle emblem shall be attached to all motor patrols and at least on amber flashing warning lamp visible from front and rear. Lamp shall flash in unison and be mounted as high as possible on cab of motor grader.

The blade operator shall post warning signs with flags on either end of the section being worked to warn the road users of the work in progress.

Snow Removal

Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation, and prevent erosion damage to roads, streams and adjacent lands.

Description:

- a. Removal of snow from the entire road surface width including turnouts.
- b. Removal of snow slides, earth slides, fallen timber and boulders that obstruct normal road surface width.
- c. Removal of snow, ice and debris from ditches and culverts so that the drainage system will function efficiently at all times.

Performances:

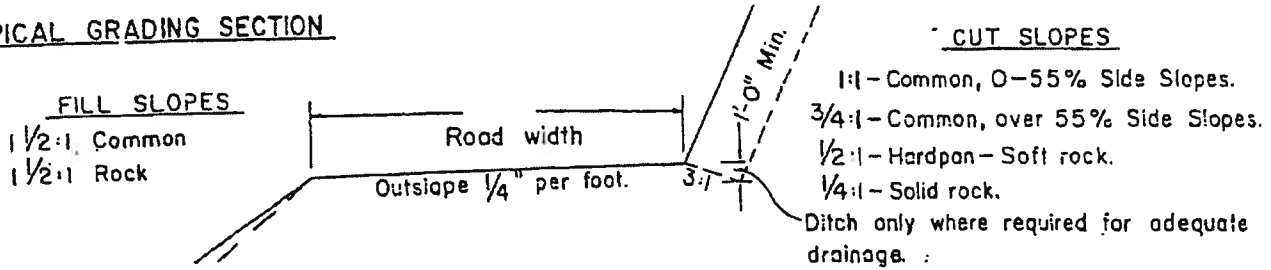
- a. During snow removal operations, banks shall not be undercut nor shall or other selected surface material be bladed off the roadway surface.
- b. Ditches and culverts shall be kept functional during and following roadway use.
- c. Snow berms shall not be left on the road surface without written approval of the Forest Service.
- d. Dozers shall not be used to plow snow on Forest Service roads without written approval.
- e. Damage from, or as a result of snow removal shall be restored in a timely manner by the permittee.

U.S. FOREST SERVICE — REG. NO. 3 EXHIBIT A
MINIMUM STANDARDS FOR SINGLE LANE FAIR WEATHER ROAD

DESIGN CRITERIA

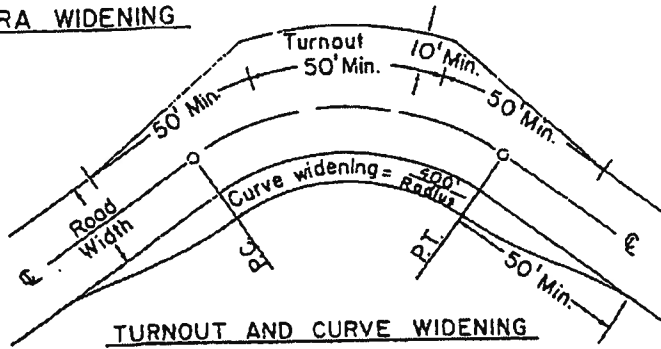
- Grade — Maximum of 8% unless approved in writing by the Forest Service.
- Alignment — Minimum radius 50 ft.

TYPICAL GRADING SECTION



Side cast on contour grade line permitted except where topography is so broken that designed end haul is necessary to obtain reasonable minimum alignment standard.

EXTRA WIDENING



WIDENING ON FILL

Height of fill at Shoulder	Widen each Shoulder
0' – 6' (1 1/2:1 Fill Slopes)	1' – 0"
Over 6' (1 1/2:1 Fill Slopes)	2' – 0"

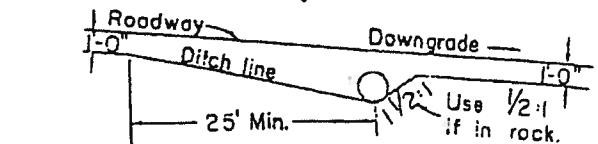
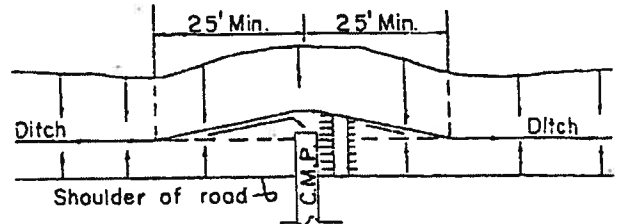
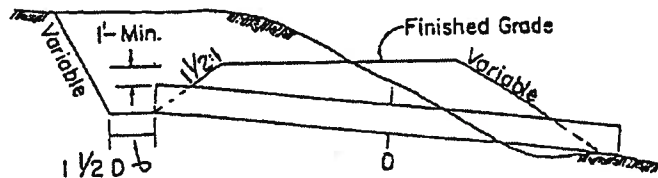
TURNOUT SPACING

Turnouts to be located on blind curves and supplemented between blind curves as necessary to keep spacing less than 1,000 ft.

SURFACING

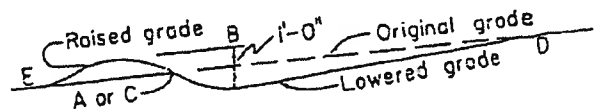
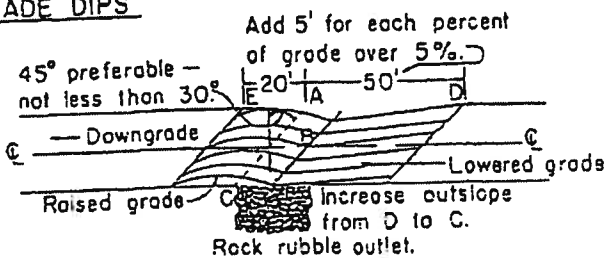
Spot surface with selected material where needed.

CULVERTS



All culverts must discharge at natural ground level unless slope under pipe is protected by rock fill. Gradient of culverts on Sidehill Installation not less than approaching ditch gradient.

GRADE DIPS



Grade Dips may be used in lieu of culverts ordinarily used for ditch relief.

For spacing of Grade Dips and Ditch Relief Culverts see F.S.M. 5613.54.

Auth ID: PEA0605
Contact ID: REASSETS
Expiration Date: 12/31/2019
Use Code: 753

FS-2700-4c (03/06)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**PRIVATE ROAD SPECIAL USE PERMIT
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

RE ASSETS LLC, C/O ED MORGAN PO BOX 30326, FLAGSTAFF, AZ 86003 (hereafter called the Holder) is hereby authorized to use National Forest lands for the construction, reconstruction, maintenance, and use of a road within the Coconino National Forest for the following purposes:

ACCESS TO PRIVATE PROPERTY

The lands covered by this permit are located in the County of Coconino, State of Arizona and are described as follows:
Sec. 9, T. 21 N., R. 8 E., GILA AND SALT RIVER MERIDIAN
This permit covers a right-of-way 200 feet in length, 40 feet in width, containing approximately .18 acres, and is located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the map or plat attached hereto as exhibits A & B and made a part hereof.

This permit is made subject to the following terms, provisions, and conditions:

1. This permit is subject to all existing easements and valid rights existing on this date.
2. The Holder in exercising the privileges granted by this permit shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, and shall comply with all State standards for public health and safety, environmental protection, and siting construction, operation, maintenance of or for rights-of-way for similar purposes if those standards are more stringent than applicable Federal standards.
3. The Holder shall cut no timber except as authorized by construction stipulations or maintenance agreements.
4. The Holder shall provide maintenance so that no damage occurs on adjacent National Forest land. The Holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.
5. Holder shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with Federal and State laws.
6. Holder shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this permit.
7. Holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this permit. The initial payment is set at \$70.50 or the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$70.50 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the Holder to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.
8. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

9. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Service prior to beginning such construction or reconstruction.

10. The Holder shall repair fully all damage to National Forest roads and trails caused by the exercise of the privileges granted by this permit.

11. The United States may use the roads without cost for all purposes deemed necessary or desirable in connection with the protection and administration of the lands or resources of the United States, provided that it will use the road for commercial hauling purposes, other than the removal of timber cut in construction or maintenance of the road or other occasional incidental use, only after arranging to pay or perform its pro rata share of road maintenance.

12. The Forest Service alone may extend rights and privileges for use of the road constructed on the premises to other non-Federal users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the holder, and reconstruct the road as necessary to accommodate their use.

13. The Forest Service retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses, for other than road purposes, upon, over, under, and through the permit area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

14. The Forest Service shall have the right to cross and re-cross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.

15. The Holder shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

16. Unless sooner terminated, or revoked by the Regional Forester, this permit shall expire and terminate on 12/31/2019. At that time, if the holder still needs the road for the purposes for which this permit is granted, the permit will be reissued for a period of 10 years (or the estimated remaining life of the project, whichever is less). At the time of reissuance, the terms and conditions may be modified and new conditions or stipulations added at the discretion of the Forest Service.

17. This permit may be terminated or suspended upon breach of any of the conditions herein, or revoked at the discretion of the Issuing Officer.

18. Upon termination or revocation of this special-use authorization, the Holder shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the authorized officer, unless otherwise waived in writing or in the authorization. If the Holder fails to remove the structures or improvements within a reasonable period, as determined by the authorized officer, they shall become the property of the United States, but this does not relieve the Holder from liability for the removal and site restoration costs.

19. **Nonexclusive Use and Public Access.** Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

20. **Forest Service Right of Entry and Inspection.** The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

21. **Liability.** For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

22. **Members of Congress.** No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

23. **Appeals and Remedies.** Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.



24. **Assignability.** This authorization is not assignable or transferable. If Holder, through death, voluntary transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be owner of the above-described real property accessed by the authorized road, this authorization will terminate.

25. **Superior Clauses.** In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

26. Cultural Resources Protection (D001RO). The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

27. Native American Grave Protection and Repatriation Act (X003RO). Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.

In Witness Whereof, the parties hereto have caused this authorization to be duly executed on this day of Month/Year.

Holder By:  for RE ASSETS LLC	USDA - Forest Service 5 1 2009 June By:  Name Nora B. Rasure Forest Supervisor Coconino National Forest
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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0598-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-8410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Private access road
T21N, R8E, Section 9
EXHIBIT B

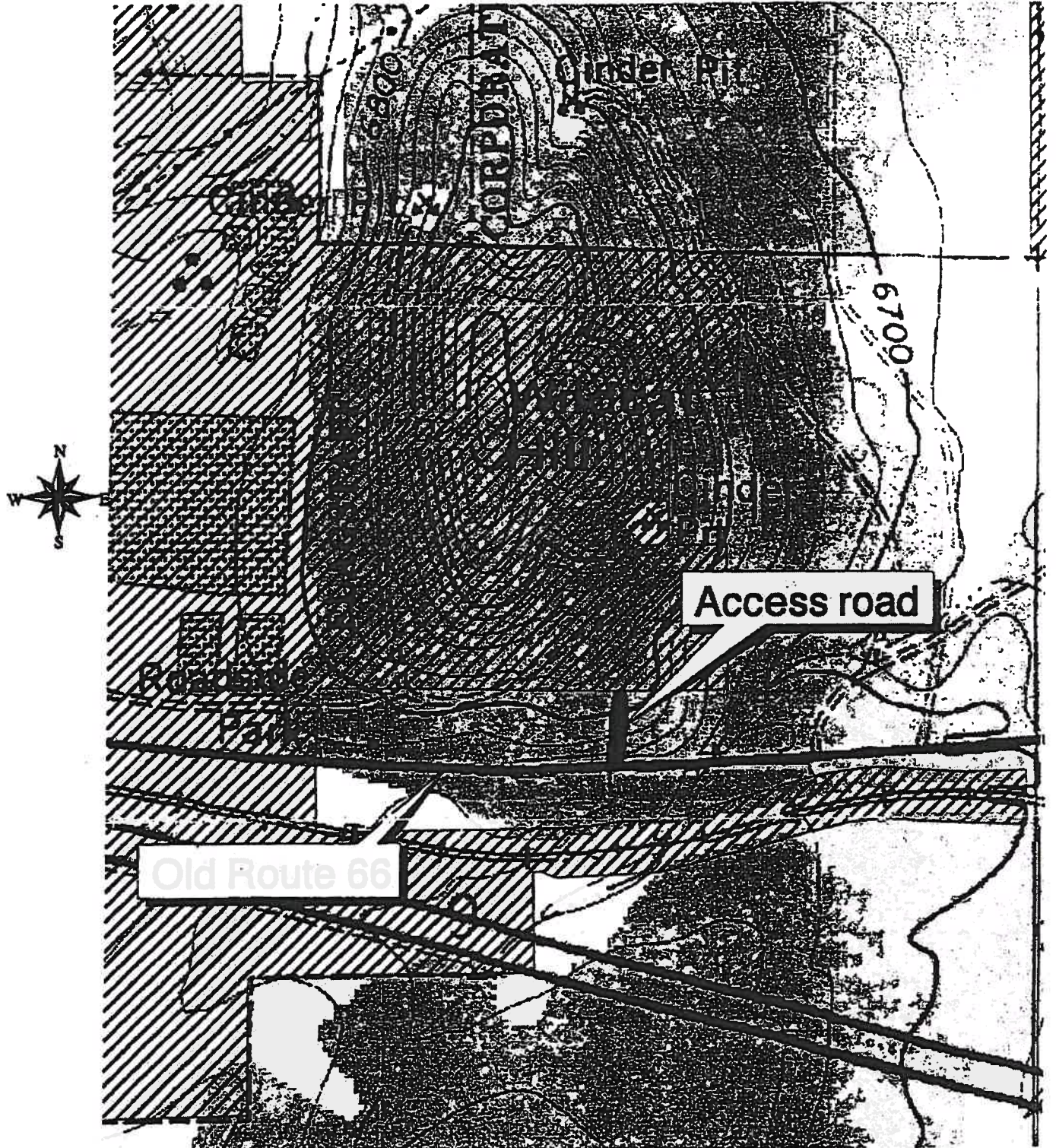


EXHIBIT A ROAD MAINTENANCE OPERATIONS

General Specifications

All work shall be performed in a professional manner. Personnel and equipment shall be capable of performing the work. Using a tow-able drag is not permitted under this special use permit.

The maintenance work to be performed shall include grading and shaping the roadway and shoulders; cleaning and shaping the drainage ditches, grade dips and water bars; cleaning out catch basins, inverts, interior and outlets of culverts; removal of limbs, brush and obstructions; and the cleaning and shaping of lead-off ditches.

In general, the roadway and shoulder shall be shaped so that the centerline is crowned and a transverse slope of approximately 2% is attained toward each shoulder. In some cases, out sloping may be permitted if authorized by the Forest Service. Maintain existing crown. All berms either new or existing shall be removed from the roadway shoulder to the maximum extent possible. Only short lengths of berms will be permitted to remain on roadways, not to exceed 12 feet where protruding stumps at shoulder level or outlets to culverts prohibit removal. The only exception to this will be on roads where berms have been incorporated into design to prevent erosion of fill slopes.

The blading shall proceed in an orderly fashion by successive passes with a grader parallel to the road centerline, progressing from the lower side to the upper side of the roadway and back across. In the process, all ruts shall be filled and a crown formed on the roadway. Portions of roadways, when excessive ruts or corrugation exist, when ruts or corrugation are 3" deep or more, shall be flat bladed before pulling ditches.

Fines dislodged in blading roadways shall not be wasted over shoulders of roads; these fines shall be incorporated in plating of existing roadbed. Rocks over 3 inches shall be wasted over shoulders away from outlets of culverts, travelway and ditchline.

Ditch blading shall consist of removing slough, road surfacing material, large rocks, and other obstructions. Care shall be taken to not widen or deepen the ditch. Widened roadway sections at curves, fill and turnouts shall also be included in the blading of the roadway. The shoulder line shall be definite, continuous and smooth, with no abrupt changes in alignment.

The blading shall maintain the roadway width as existing. Cutting backslope or increasing the slope of the shoulder shall not increase Road widths.

Cleaning Culverts and Ditches

The upper and lower ends, as well as the inside of existing culverts, for a minimum distance of 2 feet shall be thoroughly cleaned to provide unobstructed flow to and from the culverts. Limbs, brush and all other types of trash on backslope within 5 feet of inlet and outlet of culverts shall be removed.

Catch basins shall be cleaned of excess material above the flow line of culverts or above the floor of concrete or masonry catch basins, the discharge end of culverts shall be cleared of material to the elevation of culvert outlets for a distance of 5 feet.

Dikes (ditch blocks) for intercepting flow of water on a sidehill installation shall be no higher than the culverts diameter and in any case, lower than shoulder of road.

Ditches – All roadway ditches, lead off ditches from culverts or cut sections, and lead in ditches shall be cleaned of any material that would obstruct the flow. The work is to be accomplished so that reasonable conformance to previous line, grade, and cross section will be achieved.

Grade Dips – Grade dips shall be maintained so as to be of sufficient depth and width to adequately drain away from roadway. Grade dips shall be maintained in accordance with attached drawing.

Removal of Obstructions

Removal of trees, limbs, brush and obstructions shall be limited to those that are within 3 feet of the travelway, obstructing the driver's sight distance. Limbs will be pruned next to trunk of trees with exception of portions of overhanging limbs. Material removed shall be scattered outside the road prism.

Public Safety

The blade operator shall exercise due caution and care when operating to prevent undue conflict with public users of roads.

A reflectorized "Slow Moving" vehicle emblem shall be attached to all motor patrols and at least on amber flashing warning lamp visible from front and rear. Lamp shall flash in unison and be mounted as high as possible on cab of motor grader.

The blade operator shall post warning signs with flags on either end of the section being worked to warn the road users of the work in progress.

Snow Removal

Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation, and prevent erosion damage to roads, streams and adjacent lands.

Description:

- a. Removal of snow from the entire road surface width including turnouts.
- b. Removal of snow slides, earth slides, fallen timber and boulders that obstruct normal road surface width.
- c. Removal of snow, ice and debris from ditches and culverts so that the drainage system will function efficiently at all times.

Performances:

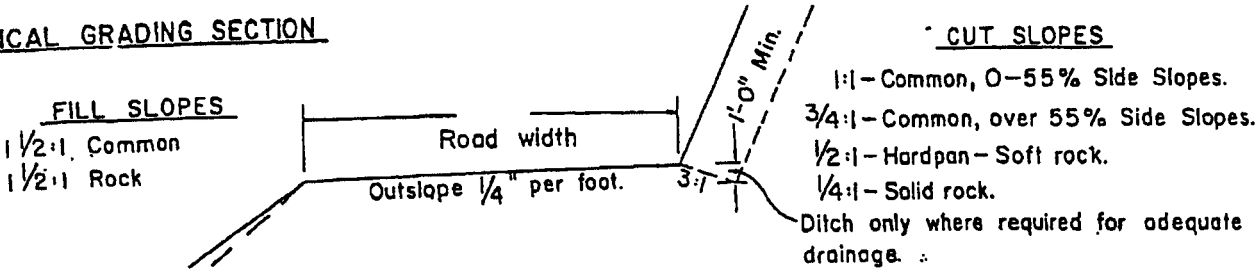
- a. During snow removal operations, banks shall not be undercut nor shall or other selected surface material be bladed off the roadway surface.
- b. Ditches and culverts shall be kept functional during and following roadway use.
- c. Snow berms shall not be left on the road surface without written approval of the Forest Service.
- d. Dozers shall not be used to plow snow on Forest Service roads without written approval.
- e. Damage from, or as a result of snow removal shall be restored in a timely manner by the permittee.

U.S. FOREST SERVICE — REG. NO. 3 EXHIBIT A
MINIMUM STANDARDS FOR SINGLE LANE FAIR WEATHER ROAD

DESIGN CRITERIA

- Grade — Maximum of 8% unless approved in writing by the Forest Service.
- Alignment — Minimum radius 50 ft.

TYPICAL GRADING SECTION

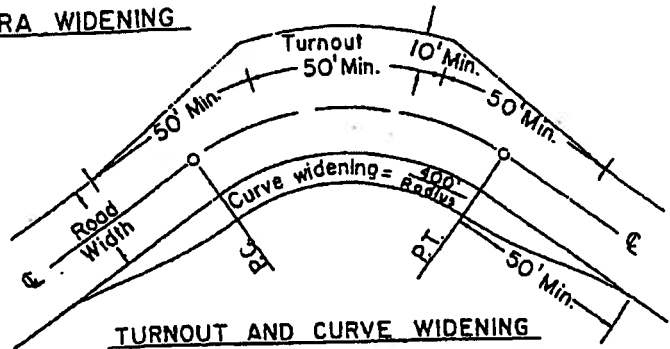


Side cast on contour grade line permitted except where topography is so broken that designed end haul is necessary to obtain reasonable minimum alignment standard.

CUT SLOPES

- 1:1 — Common, 0–55% Side Slopes.
 - 3/4:1 — Common, over 55% Side Slopes.
 - 1/2:1 — Hardpan — Soft rock.
 - 1/4:1 — Solid rock.
- Ditch only where required for adequate drainage.

EXTRA WIDENING



WIDENING ON FILL

Height of fill at Shoulder	Widen each Shoulder
0' – 6' (1 1/2:1 Fill Slopes)	1' – 0"
Over 6' (1 1/2:1 Fill Slopes)	2' – 0"

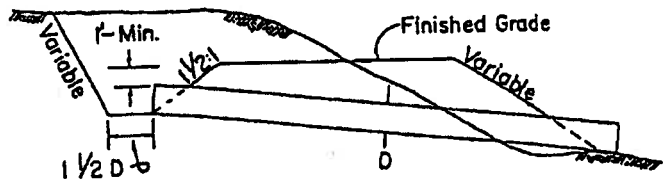
TURNOUT SPACING

Turnouts to be located on blind curves and supplemented between blind curves as necessary to keep spacing less than 1,000 ft.

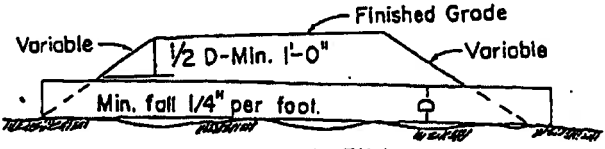
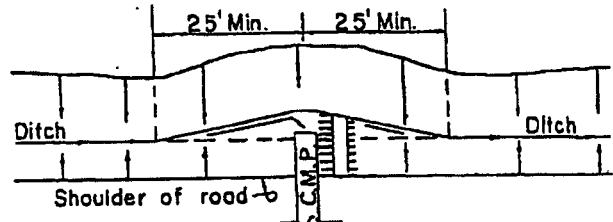
SURFACING

Spot surface with selected material where needed.

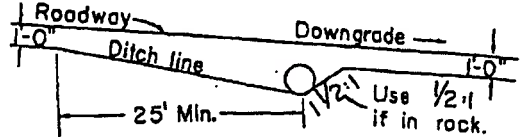
CULVERTS



SIDEHILL INSTALLATION



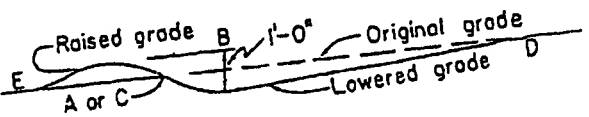
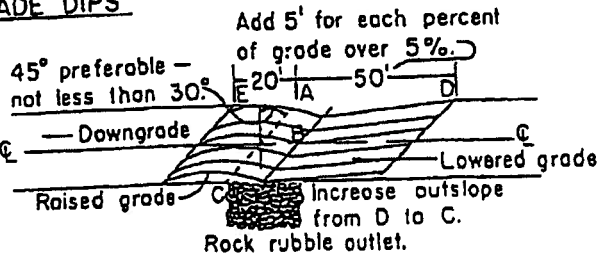
THROUGH FILL



SIDEHILL INSTALLATION

All culverts must discharge at natural ground level unless slope under pipe is protected by rock fill. Gradient of culverts on Sidehill Installation not less than approaching ditch gradient.

GRADE DIPS



Grade Dips may be used in lieu of culverts ordinarily used for ditch relief. For spacing of Grade Dips and Ditch Relief Culverts see F.S.M. 5613.54.

SITE PLAN AREA MAP FOR WILDCAT INDUSTRIAL PARK

LOCATED IN THE N 1/2 OF SECTION 9,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

SOIL PROPERTIES

SOILS ARE BROLLIAR STONY CLAY LOAM WITH 0-2% SLOPES
BASED ON INFORMATION PROVIDED BY THE U.S. DEPT. OF
AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE
- CUSTOM SOIL RESOURCE REPORT (DATED JUNE 26, 2018)

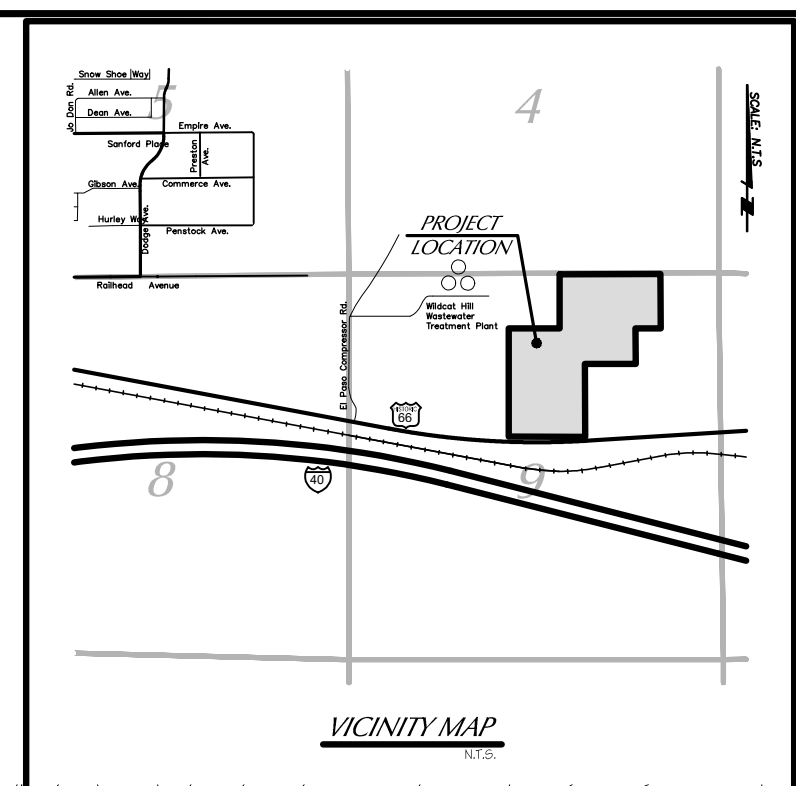
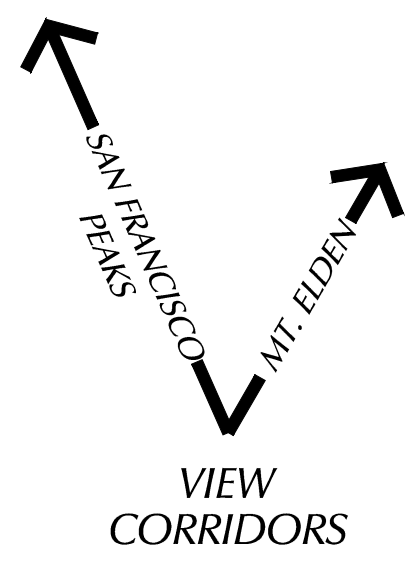
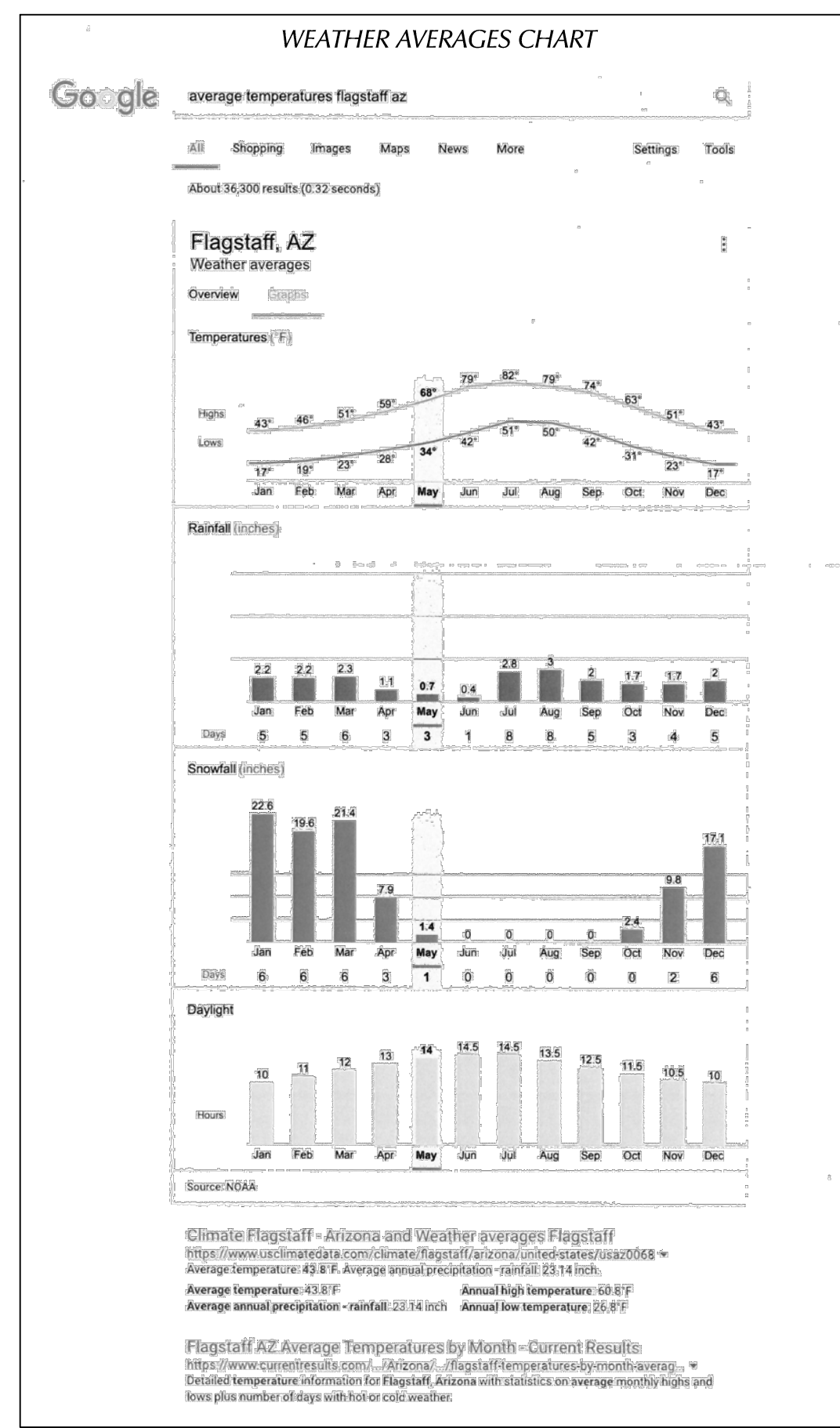
SLOPES

THERE ARE NO SLOPES LOCATED WITHIN THE PROJECT AREA

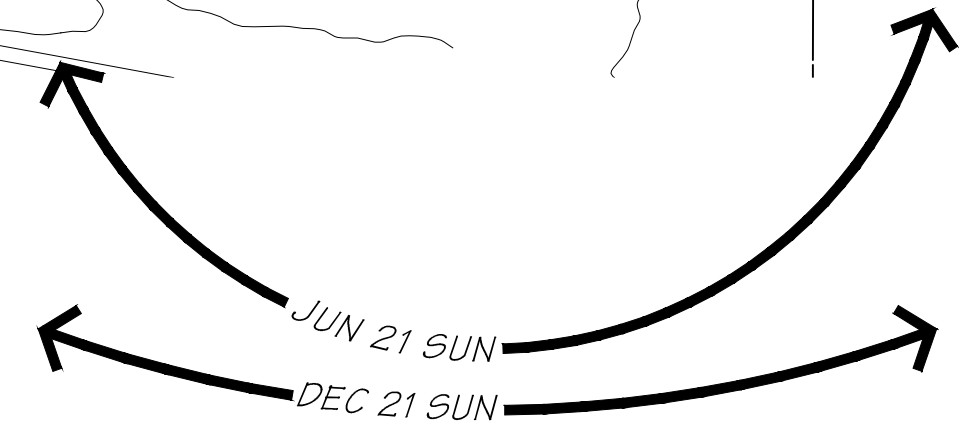
PRECIPITATION PATTERN NOTE

THERE ARE TWO DISTINCT PERIODS OF PRECIPITATION IN
FLAGSTAFF. THE FIRST OCCURS DURING THE WINTER MONTHS
FROM NOVEMBER THROUGH APRIL WHEN THE JET STREAM CAN
BE LOCATED OVER THE STATE ALLOWING PACIFIC STORM
SYSTEMS TO MOVE OVERHEAD. THE OTHER DISTINCT PERIOD IS
CLASSIFIED AS THE SUMMER RAINY SEASON, OR "SUMMER
MONSOON." THE MONSOON RAINY PERIOD USUALLY OCCURS
DURING JULY AND AUGUST WHEN MOST OF ARIZONA IS
SUBJECTED TO WIDESPREAD THUNDERSTORM ACTIVITY. THESE
THUNDERSTORMS ARE EXTREMELY VARIABLE IN INTENSITY AND
LOCATION AND OCCUR MAINLY BETWEEN THE HOURS OF 11 a.m.
AND 6 p.m.. SOME OF THESE STORMS CAN REACH SEVERE
LEVELS, WITH LARGE HAIL, DAMAGING WINDS, AND
OCCASIONALLY EVEN A TORNADO. (EXCERPT FROM THE CITY OF
FLAGSTAFF SUSTAINABILITY PROGRAM RECOMMENDATIONS -
CLIMATE SECTION - DATED OCTOBER 17, 2012)

WEATHER AVERAGES CHART



NOTE:
TOPOGRAPHIC INFORMATION SHOWN HEREON HAS BEEN PROVIDED BY COOPER AERIAL SURVEY. SURVEY WAS COMPLETED IN NOVEMBER OF 2008 WITH CONTROL PROVIDED BY MOGOLLON ENGINEERING. OFFSITE INFORMATION IS FROM THE CITY OF FLAGSTAFF G.I.S. DEPARTMENT. INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



ROUTE 66
200' R.O.W.

SITE ANALYSIS:

- CONTOUR LINES: SHOWN
- NO OFFSITE DRAINAGE FLOWS
- NO STORMWATER DISCHARGE POINTS
- EXISTING BUILDINGS: SHOWN
- PUBLIC RIGHT-OF-WAY: SHOWN
- ACCESS: SHOWN
- NO PEDESTRIAN FACILITIES
- IMPROVEMENTS: SHOWN
- NO LANDSCAPING PROPOSED

PROJECT INFORMATION

PROJECT NAME: WILDCAT INDUSTRIAL PARK
 PROJECT LOCATION: 6500 E. ROUTE 66 FLAGSTAFF, AZ. 86004
 APN NUMBER: 113-07-004, 003L
 TOTAL ACREAGE: 60.48544±
 ACREAGE TO BE REZONED: 18.23808±
 CURRENT ZONING DISTRICT: RR
 PLAN DESIGNATION: FUTURE EMPLOYMENT
 PROPOSED ZONING DISTRICT: HI
 FEMA DESIGNATION: ZONE X
 CURRENT USE: MINING OPERATIONS
 OWNER/DEVELOPER: RE ASSET MANAGEMENT L.L.C. 6500 E. ROUTE 66 FLAGSTAFF, AZ. 86004

PROJECT NARRATIVE FOR WILDCAT INDUSTRIAL PARK

PROJECT TITLE: WILDCAT INDUSTRIAL PARK
 PROJECT DESCRIPTION: MINING FOR CONSTRUCTION AND LANDSCAPE MATERIALS. THIS PROJECT WILL CONSIST OF REZONING 18.2± ACRES FROM CURRENT RR ZONE TO HI ZONE. THIS WILL ALLOW THE LEASING OF CONTRACTOR YARDS. A NEW WATER LINE WILL BE INSTALLED FOR FIRE PROTECTION. THIS PARCEL CANNOT SEWER TO A PUBLIC MAIN AS EXISTING ROUTES WILL NOT MEET ADEQ REQUIREMENTS. NO PERMANENT STRUCTURES ARE PROPOSED. THE LEASE AREAS WILL BE DEFINED ON-SITE VIA CHAIN LINK FENCE BOUNDARIES. THESE BOUNDARIES MAY CHANGE BASED ON MARKET/TENANT DEMANDS. NO DWELLING UNITS ARE PROPOSED. THE REMAINING ACREAGE OF THE SITE WILL CONTINUE THE EXISTING MINING OPERATIONS. NO TRASH ENCLOSURES PROPOSED, TRASH DISPOSAL WILL BE THE RESPONSIBILITY OF TENANTS.
 LEGAL DESCRIPTION: INSTRUMENT 34485758
 SITE AREA 60.5 ± ACRES
 REZONING AREA 18.2± ACRES
 PROPOSED BUILDINGS: NONE
 NUMBER OF DWELLING UNITS: NONE
 HERITAGE RESOURCES: NONE
 ADDITIONAL DETAILS: THIS SITE PLAN IS SUBMITTED IN RESPONSE TO NOTICE OF VIOLATION, CITY OF FLAGSTAFF, DATED 11/14/17.

Mogollon ENGINEERING & SURVEYING
 411 W Santa Fe Avenue
 Flagstaff, Arizona 86001
 Phone: 928-214-0214

PROJECT NO. 18296
 REVISIONS PER C.O.F. COMMENTS DATED 10/31/14
 FN SHEET-01.dwg
 VERT SCALE: N/A
 DRAWN BY: PHE
 CHECKED BY: KVA
 UCR SCALE: 1"=200'

DATE: 5/19/23
 DESIGNED BY: PHE
 DRAWN BY: PHE
 CHECKED BY: KVA

WILDCAT INDUSTRIAL PARK
 SITE PLAN
 SITE ANALYSIS & AREA MAP

5/19/23
 MES# 18925

REGISTERED LAND SURVEYOR
 PRELIMINARY
 NOT FOR CONSTRUCTION
 ARIZONA U.S.A.
 Expires on 3/31/2024

SITE PLAN for WILDCAT INDUSTRIAL PARK

LOCATED IN THE N 1/2 OF SECTION 9, T21N, R8E, G&SRM
FLAGSTAFF, COCONINO COUNTY, ARIZONA

NOTE:
SEE SHEET 1 FOR PARCEL BOUNDARIES AND ASSESSOR
PARCEL NUMBERS.

TOPOGRAPHIC INFORMATION SHOWN HEREON HAS BEEN
PROVIDED BY COOPER AERIAL SURVEY SURVEY WAS
COMPLETED IN NOVEMBER OF 2020 WITH CONTROL PROVIDED
BY MOGOLLON ENGINEERING. ADDITIONAL TOPOGRAPHIC
INFORMATION HAS BEEN PROVIDED BY ASPEN SURVEYING,
LLC. IN APRIL, 2020. OFFSITE INFORMATION IS FROM THE
CITY OF FLAGSTAFF G.I.S. DEPARTMENT.

STATE MINE INSPECTOR NOTE:
BUILDINGS, SEPTIC SYSTEMS, PARKING, STORMWATER
MITIGATION, AND FENCING ARE UNDER THE JURISDICTION OF
THE STATE MINE INSPECTOR AND CANNOT BE CHANGED
WITHOUT THEIR APPROVAL. THE APPROVED RECLAMATION AND
CLOSURE PLAN, INCLUDING FINANCIAL ASSURANCE, ON FILE
WITH THE STATE MINE INSPECTOR'S OFFICE PER A.R.S. TITLE
27, CHAPTERS 6 & 1273.

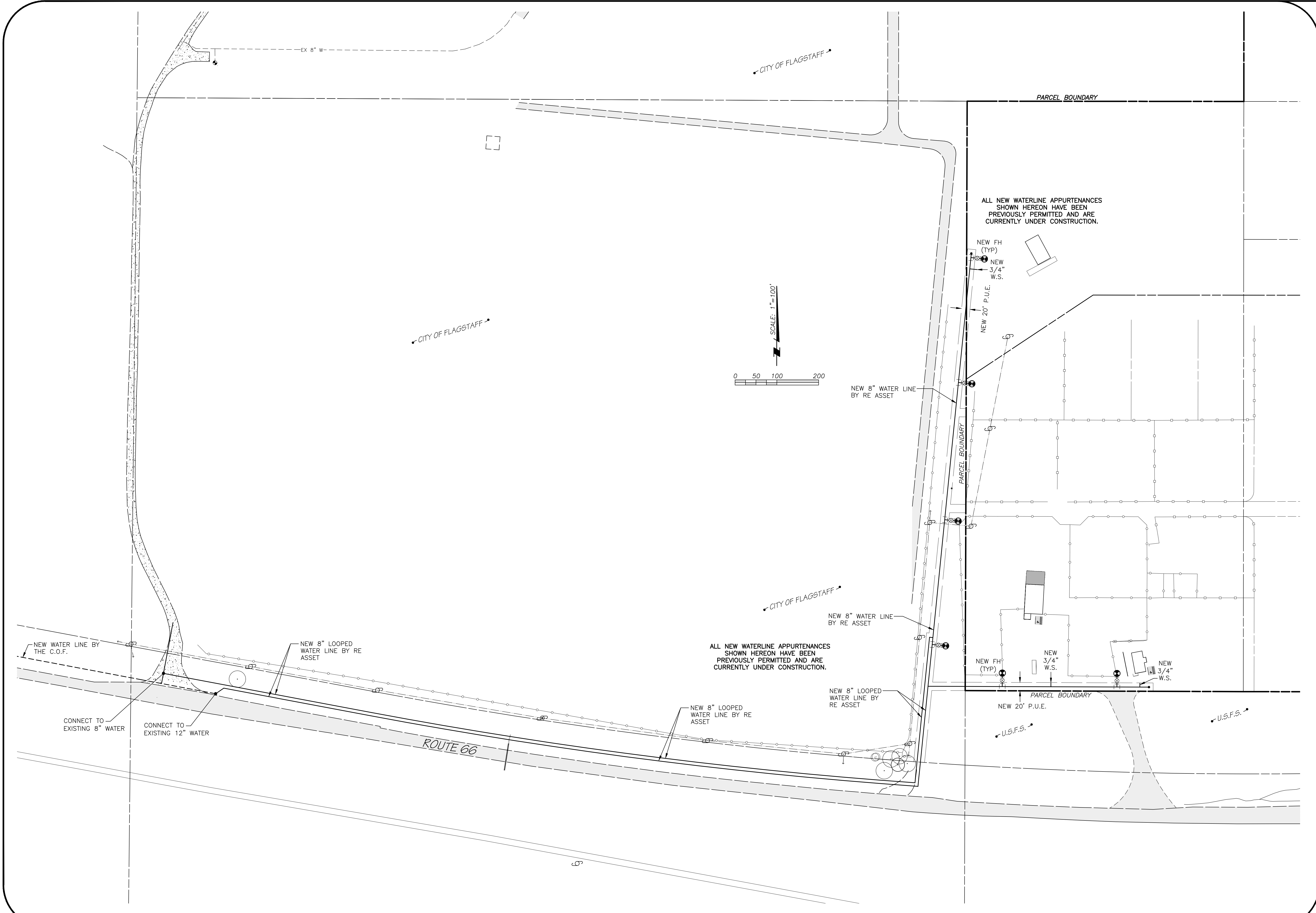


Mogollon ENGINEERING & SURVEYING
WILDCAT INDUSTRIAL PARK
SITE PLAN
YARD LAYOUT

Mogollon ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

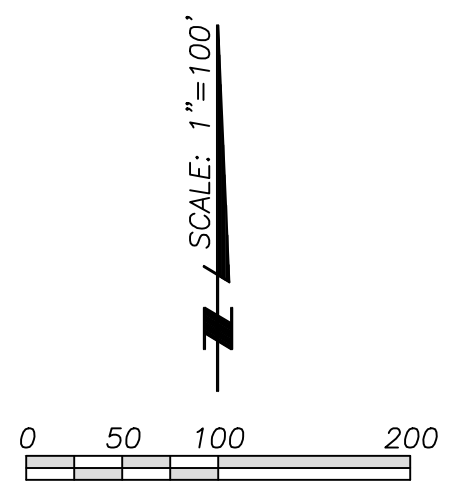
REGULATED LAND SURVEYING
PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING
ARIZONA U.S.A.
Expires on 3/31/...


Mogollon ENGINEERING & SURVEYING
PROJECT NO. 19295
REVISIONS PER C.O.F. COMMENTS DATED 10/21/19
DATE: 5/19/23
DESIGNED BY: MHE
DRAWN BY: MHE
CHECKED BY: KVH
PROJECT: WILDCAT INDUSTRIAL PARK
SHEET: P2-19-00181
DATE: 5/19/23
PROJECT NO. 19295
REVISIONS PER C.O.F. COMMENTS DATED 10/21/19
DATE: 5/19/23
DESIGNED BY: MHE
DRAWN BY: MHE
CHECKED BY: KVH




ALL NEW WATERLINE APPURTENANCES SHOWN HEREON HAVE BEEN PREVIOUSLY PERMITTED AND ARE CURRENTLY UNDER CONSTRUCTION.

ALL NEW WATERLINE APPURTENANCES SHOWN HEREON HAVE BEEN PREVIOUSLY PERMITTED AND ARE CURRENTLY UNDER CONSTRUCTION.







PROJECT NO: 18295
 P/N SHEET-03.DWG
 DATE: 5/19/23
 DESIGNED BY: MME
 DRAWN BY: MME
 CHECKED BY: KYH




REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 23950
PRELIMINARY
 FOR CONSTRUCTION RECORDING
 ARIZONA U.S.A.



REVISIONS PER C.O.F. COMMENTS DATED 10/21/19
 VERT SCALE: N/A
 HOR SCALE: 1"=100'



WILDCAT INDUSTRIAL PARK
 SITE PLAN
 WATER ALIGNMENT



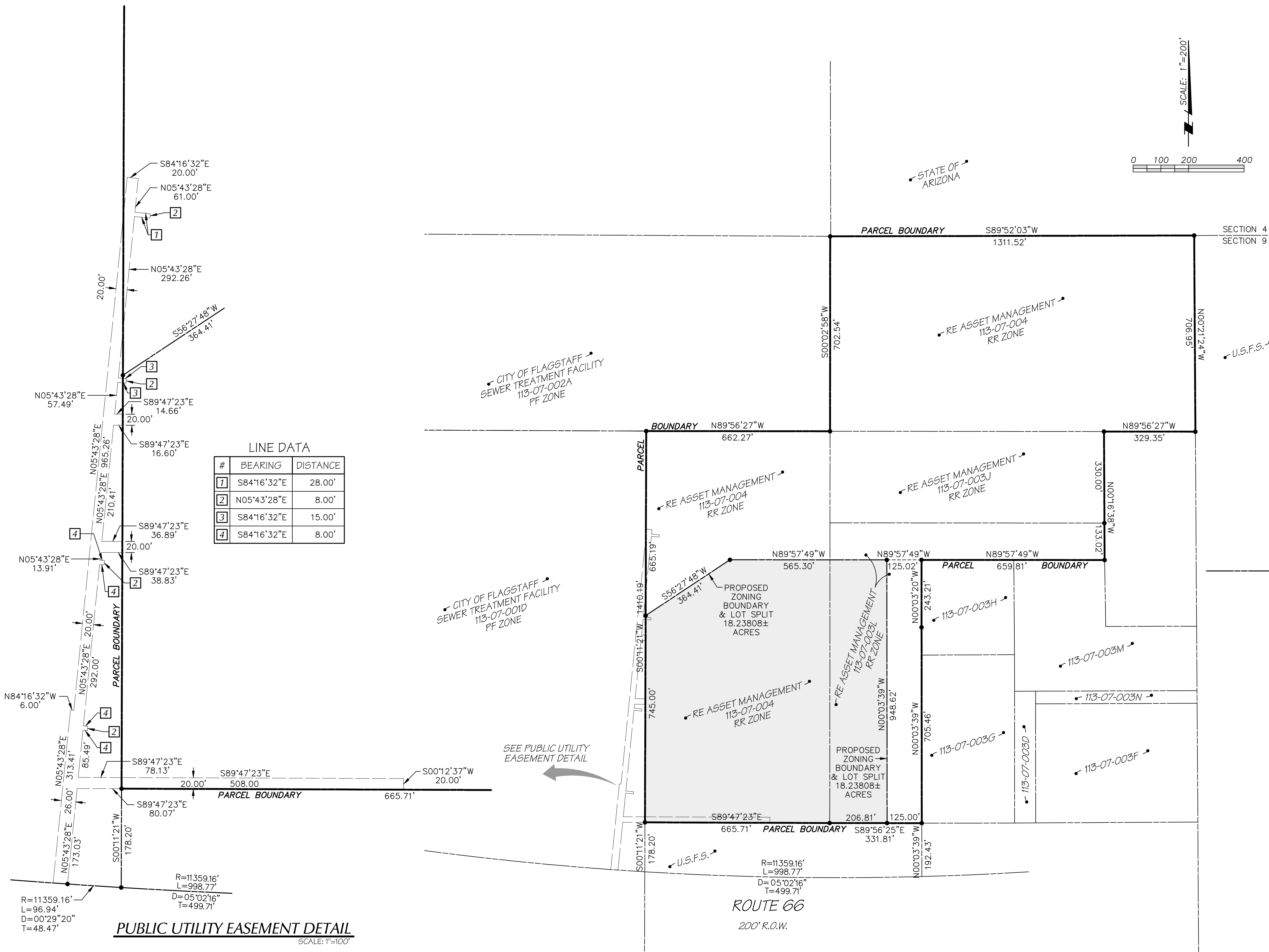
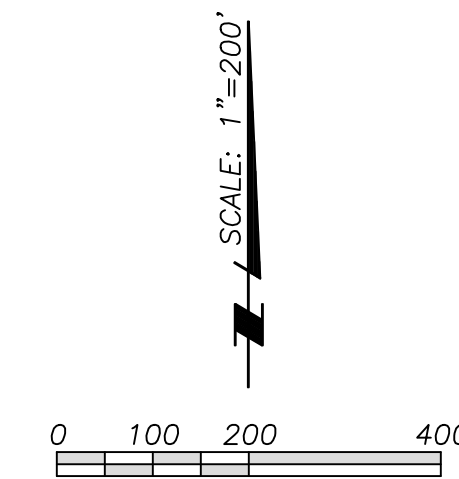
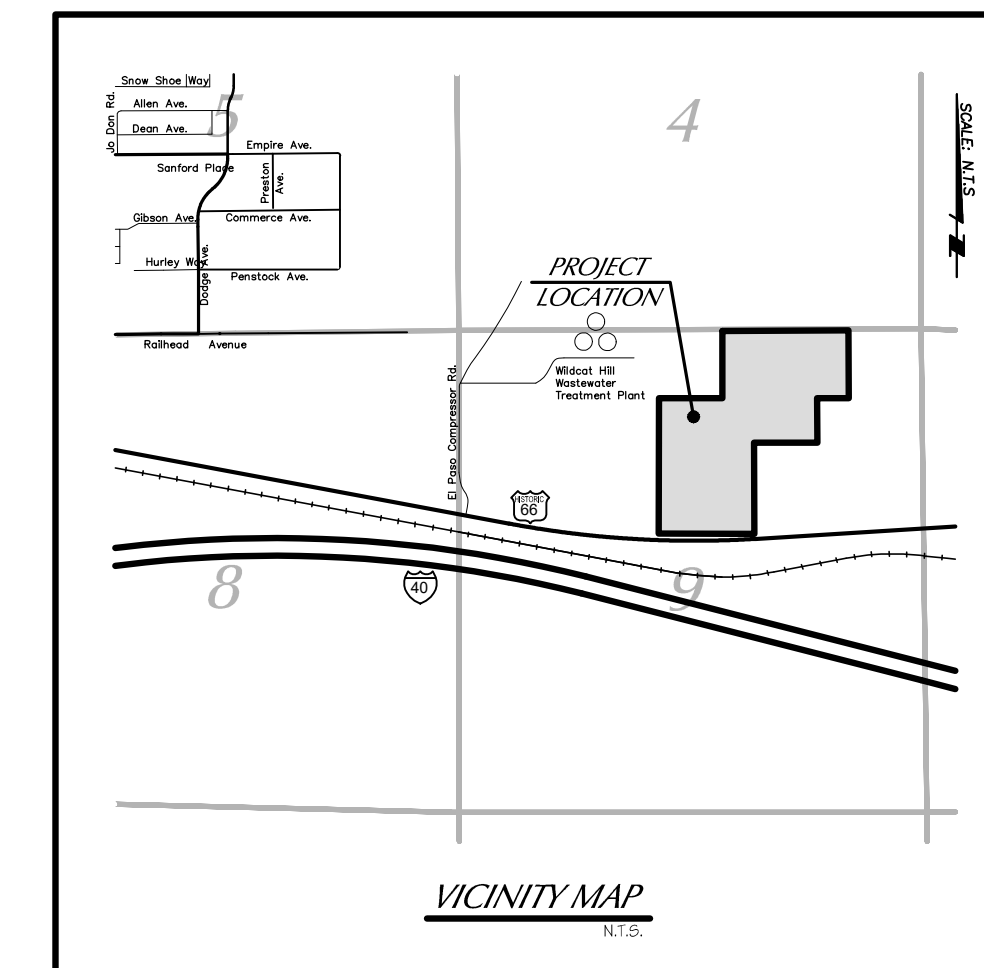
5/19/23
 MES# 18295

SHEET NO. 3 OF 3

COF PROJECT # PZ-19-00181

PROPOSED LOT SPLIT FOR WILDCAT INDUSTRIAL PARK

LOCATED IN THE N 1/2 OF SECTION 9,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



LINE DATA

#	BEARING	DISTANCE
1	S84°16'32"E	28.00'
2	N05°43'28"E	8.00'
3	S84°16'32"E	15.00'
4	S84°16'32"E	8.00'

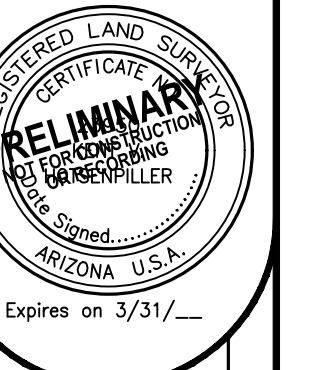
PROJECT INFORMATION

PROJECT NAME: WILDCAT INDUSTRIAL PARK
 PROJECT LOCATION: 6500 E. ROUTE 66
 FLAGSTAFF, AZ. 86004
 APN NUMBER: 113-07-004, 003L
 TOTAL ACREAGE: 60.48544±
 ACREAGE TO BE REZONED: 18.23808±
 CURRENT ZONING DISTRICT: RR
 PLAN DESIGNATION: FUTURE EMPLOYMENT
 PROPOSED ZONING DISTRICT: HI
 FEMA DESIGNATION: ZONE X
 CURRENT USE: MINING OPERATIONS
 OWNER/DEVELOPER: RE ASSET MANAGEMENT L.L.C.
 6500 E. ROUTE 66
 FLAGSTAFF, AZ. 86004

5/19/23
MES# 18925

WILDCAT INDUSTRIAL PARK
PROPOSED LOT SPLIT
and PUBLIC UTILITY EASEMENT

Mogollon
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214



Mogollon
ENGINEERING & SURVEYING

PROJECT NO. 18296
 REVISIONS:
 DATE: 5/19/23
 DESIGNED BY: PHE
 DRAWN BY: PHE
 CHECKED BY: KVH
 PROJECT NO. 18296
 FN SHEET-01.dwg
 VERT SCALE: N/A
 UCR SCALE: 1"=200'

Citizen Participation Plan (AKA The Neighborhood Meeting Plan and
Neighborhood Meeting Notification)
Wildcat Industrial Park

Citizen Participation Plan (The Plan below was prepared and approved by City Staff Prior to the Neighborhood Meeting, which explains why it is written in the future tense)

In accordance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, the applicant will be holding at least one neighborhood meeting as part of its citizen participation efforts. Pursuant to direction from City Staff, the neighborhood meeting will be virtual and will be held on Zoom due the Covid-19 pandemic. It is noted that the Zoning Code requires two neighborhood meeting but gives City Staff the authority to waive the requirement for the second meeting, should the applicant make this request in writing and Staff determines that a second meeting is not needed. If it is determined that a second neighborhood meeting is required, however, the applicant will hold this meeting in accordance with the Flagstaff Zoning Code.

Parties to be notified

In working with City Staff, it was determined the applicant should reach out to neighboring property owners within 1000 feet of the applicant's parcels, to-wit: 113-07-004 and 113-07-003L, in addition to all persons or groups whose names are on the registry of persons and groups who are interested in receiving such notice. The applicant is not aware of any tenants or HOA's within the 1000 feet of the applicant' mentioned parcels. We have attached a list of all the properties within the 1000 foot area with buffering maps showing the properties that are included. It is noted that there are 7 property owners included within 1000 feet including the applicant, BNSF, the City of Flagstaff, the Coconino National Forest Service, and 3 private owners (Vera Baker, Justin Miller, and Robert and Geraldine Payne).

Notification Methods

The applicant is proposing to mail (via first class mail of the United States Post Office) the attached Neighborhood Meeting Notice to all parties described above who are required to be noticed. The letter will invite these parties to a neighborhood meeting on Zoom that will be held on a weekday at 6:00 pm. The letter providing the Zoom meeting link will be sent by first-class mail no later than 15 days prior to the meeting.

A sign that will be at least 4' x 4' in area will be installed at the property's East Route 66 public right of way entrance at least 10 days before each neighborhood meeting. The sign will set forth the purpose, time, date, and place of the meeting The attached Neighborhood Meeting Sign document includes the sign content. The lettering size will and design will use Public Hearing sign design standards, since this is what the community is used to seeing. The sign shall have a white

background with black lettering, with a minimum 2” title text and minimum 1” letter size. It will also make it easier to re-use the sign to announce the public hearings (P&Z and Council). The sign shall be securely fastened to wooden or metal stakes. It will be made of laminated coroplast, laminated plywood, or other suitable construction material. The height of the sign shall be at least four feet from the finished grade to the top of sign and shall not be obstructed from view. There will be a tube containing copies of the neighborhood meeting notice.

Neighborhood Meeting Form, Structure, and Agenda

The meeting will begin with a presentation from the applicant’s team and will be followed by a question and answer session with participants during which the applicant will attempt to address any concerns. The applicant’s proposed site plan and other plans will be displayed during the presentation. The applicant Robert Miller, his attorney Tony S. Cullum, and his other representatives Guy Ecklund, and Kent Hotsenpiller, will make a presentation. Tony S. Cullum will lead the meeting and there will be a number of talking points to cover during the meeting. The applicant will also establish communication guidelines at the beginning of the meeting and will reiterate them throughout as needed. At the beginning of the meeting, the applicant’s representative will ask all attendees to provide their name and address in the chat box to record their attendance to the meeting. At the beginning of the meeting, the applicant’s project representative will inform the attendees that attendees will have the ability to use the chat function to respectfully ask questions and make comments, and in doing so to respect the opinions of all attendees. The questions and comments will be addressed during the question and answer session following the presentation. Additionally, the attendees will be notified that they also will have the opportunity to verbally provide questions, and input during the question and answer session of the meeting. They will be informed that they will have 3 minutes to speak and they will be notified when their 3 minutes are up and only one person will be allowed to talk at a time. They will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, then they may be removed from the meeting

Presentation and Display of site plan: Tony Cullum will give a presentation to the attendees describing the rezoning request, including the area to be rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the rezoning request, the improvements that will be made to accommodate development, and any other relevant information. Robert Miller, Guy Ecklund, and Kent Hotsenpiller will assist with the presentation and provide input and comments as necessary. Guy Ecklund will monitor the chat while during the presentation. During the presentation, the applicant will also show the proposed site plan on the screen so the neighbors can get a full understanding of the site lay out and the proposed use subject to the rezoning.

Discussion with Attendees: The attendees will be muted during the presentation. However, while one member of the applicant’s team is speaking, the other two members will be monitoring the chat box to coordinate with attendees who communicate in writing during the meeting. Once the presentation is made, the applicant and his representatives will open up the meeting to the attendees for verbal discussion and, as stated above, attendees will have at least 3 minutes to speak. They will begin by answering any questions, or responding to comments, that attendees wrote in

the chat box during the presentation. The attendees will then be asked if they have additional comments or questions and the meeting will be opened up to verbal discussion. The purpose of this part of the meeting is for the applicant and his representatives to engage in dialogue to attempt to address any concerns the attendees may have. Once this discussion is completed the meeting will be called to an end.

Additional opportunities for those potentially affected parties to discuss and provide input on the applicant's proposal:

The applicant and his representatives will continue to make themselves available throughout the rezoning process to answer and address questions and concerns. It is noted that the applicant and its project team's contact information is clearly set forth on the proposed meeting notice to make for easy ongoing communications with the community before and after the meeting. The applicant and his team will work to address and attempt to resolve any concerns expressed by members of the community prior to the meeting, and after the meeting throughout the rezone process either through email, by phone, or in person meetings that are specifically requested or arranged.

Following the neighborhood meeting and efforts described above, the applicant will submit to the Planning Development Manager assigned to this rezoning case—Genevieve Pearthree—a Neighborhood Meeting Record of Proceedings and the Neighborhood Meeting Certification in accordance with Section 10-20.20-060 of the City's Zoning Ordinance. These are the methods that will be used to keep City Planning Staff and the City Planning Director informed of the status.

The Neighborhood Meeting Record of Proceedings will include details of techniques the applicant used to involve the public, including: 1) Dates and location(s) of neighborhood meetings; 2) Copies of letters, notices, newsletters, and other correspondence, including dates and number of mailings or deliveries; 3) A copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located; 4) The number and names of people that participated in the process based on the sign-in sheet for the meeting; and 5) A dated photograph of the sign installed. The report will also include a summary of concerns, issues, and problems expressed during the neighborhood meeting, including, the substance of the concerns, issues, and problems, and the applicant's response to the comments received at the public meeting. The applicant's responses will be included on the site plan, illustrative plan, other planning documents(s), and/or in an associated report. If public comments are not included in any of these documents, an explanation of why they were not included must be provided.

Neighborhood Meeting Record of Proceedings (prepared after the neighborhood meeting took place)

After project representative Guy Ecklund worked with City Staff to confirm the above referenced citizen participation plan was acceptable and conformed to the Zoning Ordinance, and also approved by City Staff, the applicant proceeded to implement the citizen participation plan by doing the following:

1) On August 14, 2020, the applicant mailed the attached Neighborhood Meeting Invitation Letter to all of the property owners within 1,000 feet of the property being rezoned (**42 Mailings total**). The invitation was also sent to all the individuals and entities listed on the registry of persons and groups who are interested in receiving such notice as provided by City Staff. The letters were mailed via first class mail of the United States Post Office. It is noted that there are no tenants, and no owners' associations on neighboring properties within the 1,000 foot radius.

2) On August 20, 2020, the applicant installed a sign on the property in a visible location at the property's entrance off Old Route 66 to notify the public that the applicant and the applicant's project representatives would be holding a Public Virtual Neighborhood Meeting via Zoom on August 31, 2020 at 6pm. A dated photograph of the sign is attached hereto. The sign verbiage and installation conformed to the City Zoning Ordinance and was approved by City Planning Staff. The sign well exceeded 4x4 feet in area and it was installed in a place that was clearly visible from the Old E. Route 66 public right of way. The sign was installed more than 10 days prior to the neighborhood meet in conformance with the code.

3) The applicant held the virtual neighborhood meeting on August 31, 2020. **20 people (not including the applicant's team) attended the meeting.** The meeting was held in the manner set forth on Citizen Participation Plan set forth above. The meeting was well attended and the structure and format of the meeting conformed to the Citizen Participation Plan above. In general, the attendees were overwhelmingly in favor of the proposal. The following is an account of those who attended the meeting, along with their comments which have been noted into the record:

1. Warren S. Smith, 7700 E. Old Walnut Canyon. Road, Flagstaff, Arizona, 86004: Mr. Smith expressed his full support for the zone change and, as a fellow contractor and heavy equipment operator, confirmed there is a great need inside the city limits for the proposed storage yard use. He indicated the proposed location is well suited for the proposed use.
2. Justin Miller, 1801. N. Second St., Flagstaff, Arizona, 86001: Justin indicated he owns a 4.6 acre parcel APN 113-07-003G and .82 acre parcel APN 113 07-003D which parcels are located adjacent and to the east of the subject property. Justin Miller is the closest neighboring property owner to property being rezoned. He stated he fully supports the proposal and indicated there is a great need for the proposed use and zone change. With

close proximity to I-40 and E. Old Route 66 he stated traffic or traffic congestion will not be an issue.

3. Julie Smith, 7700 E. Old Walnut Canyon Road, Flagstaff, Arizona, 86001: She expressed her full support for the rezoning proposal. She also stated this will add to the value of residential properties in Flagstaff by keeping commercial vehicles off residential streets and helping to prevent them from being stored on residential properties in residential neighborhoods.
4. Richard Boyle, Phd. 2724 S. Birds of Prey Court, Flagstaff, Arizona 86005: He indicated he has association with many local young contractors in the City of Flagstaff Area. He indicated that the proposed use will help the young contractors fulfill their dreams of owning a business by giving them a place to store their equipment. He fully supported the proposed use and zone change.
5. Jacqita Bailey, 515 N. San Francisco Street, Flagstaff, Arizona, 86001: She mentioned she fully supports the rezone. She mentioned there is a great need for the proposed use in the City of Flagstaff and mentioned the proposed location is well suited for the proposed use.
6. Val Peavy, 8190 Koch Field Road, Flagstaff, Arizona, 86004: Mr. Peavy is a local contractor and he and his family have been in the area a long time. Mr. Peavy expressed his full support for the zone change and, as a fellow contractor and heavy equipment operator, confirmed there is a great need inside the city limits for the proposed storage yard use. He indicated the proposed location is well suited for the proposed use.
7. Jay Tubbs, 2767 N Fox Run, Flagstaff, Arizona, 86004. Mr. Tubbs attended but did not speak or comment during the meeting. Mr. Tubbs reached out to the applicant's representatives prior to the meeting to inform them of his support of the zone change.
8. Patricia Helene Allenbaugh, 6600 Rain Valley Road, Flagstaff, Arizona 86004: She indicated she was curious about what was being proposed. She did not have any comments or concerns.
9. Jeff Smith, 6050 W. Vista Montana Flagstaff, Arizona: Mr. Smith expressed his full support for the zone change and, as a fellow contractor and heavy equipment operator, confirmed there is a great need inside the city limits for the proposed storage yard use. He indicated the proposed location is well suited for the proposed use.
10. Angela Vega, 2109 Cyprus Drive, Flagstaff, Arizona, 86004: She is affiliated with the contracting/excavating company. She indicated that in Flagstaff there is presently a need for a storage facility/yard to for construction professionals to store heavy equipment. She indicated the company she is affiliated with is interested in leasing space at the proposed

facility. She also indicated that the proposed use will help alleviate traffic in the City of Flagstaff by keeping traffic out of residential neighborhoods.

11. Mary Rinne, 1803 N. Wakonda Flagstaff, Arizona 86004: She indicated that she was attending because she is curious about what is being proposed. After learning about the project, she indicated she was supportive of the proposal or not opposed.
12. Jack Rinne, 1803 N. Wakonda Flagstaff, Arizona, 86004: He indicated that he was attending because he is curious about what is being proposed. After learning about the project, he indicated he was supportive of the proposal and acknowledged it was “progress” for the City of Flagstaff. He asked the applicant’s representative to clarify if the property was being rezoned to light industrial. Representative Guy Ecklund explained that the property was being rezoned from RR to High Industrial HI.
13. Dan Phillips, 4704 S. Bright Angel Trail Flagstaff, Arizona, 86001: Mr. Philips owns Timber Peaks Construction. He expressed his full support for the zone change. As a fellow contractor and heavy equipment operator, he confirmed there is a great need inside the city limits for the proposed storage yard use. He indicated the proposed location is well suited for the proposed use. He indicated his company is in need of leasing space at the proposed facility.
14. Signe Miller, 5015 E. Lennox Road, Flagstaff, Arizona: Signe Miller expressed her full support for the zone change and confirmed there is a great need inside the city limits for the proposed storage yard use. Signe indicated the proposed location is well suited for the proposed use.
15. Mark Hoffner 64 E. Oak Ave, Flagstaff, and Arizona, 86001: Mr. Hoffner is a salesman with the company known as Unitized Rentals. He did not speak during the meeting but, after the meeting, he sent the applicant’s representative Guy Ecklund the attached email of support for the proposal. The email indicates he is personally aware there is a great need for the proposed use in the Flagstaff area.
16. Tracy Plecas, 6725 N. Rain Valley Road, Flagstaff, Arizona 86004: Mrs. Pleacas expressed the concern that the proposed use would cause traffic congestion. She also inquired about the possibility of additional mine property being developed for heavy industrial more of the mine is mined out and becomes available for future development potentially causing more traffic congestion issues. Please note the applicant’s response in the summary of concerns below.
17. Fritz Plecas 6725 N. Rain Valley Road, Flagstaff, Arizona: 86004: Mr. Plecas attended the meeting and was on the line with his wife Tracy above.

18. Dan Zanone, 2727 N. Prescott Rd., Flagstaff, Arizona 86001: Mr. Zanone wrote a comment on in the chat room expressing his support for the zone change proposal.
19. Genevieve Pearthree, City of Flagstaff, Planning Development Manager, 211 W. Aspen, Flagstaff, Arizona, 86001: Genevieve is the city planning staff professional in charge of managing the zone change application for this project. She informed the attendees that she would be available if the attendees and the public had any questions regarding the zone change process and the approvals needed for this project.
20. Alexandra Pucciarelli, City of Flagstaff Planning Manager, 211 W. Aspen Flagstaff, Arizona, 86001: She stated that she was simply attending the meeting to give Genevieve Pearthree support during the neighborhood meeting.

Summary of Concerns of the Attendees of the August 31, 2020 6:00pm Virtual Neighborhood meeting Regarding the Zoning Map Amendment for the 18.24 acre site known as the Wildcat Industrial Park located at 6500 E. Old Route 66 Flagstaff, Arizona, 86001.

As stated above, the attendees were generally overwhelmingly in favor of the proposal. The only concern presented by attendees related to traffic congestion and that concern was expressed by one person. The concerns expressed in this regard was that traffic from the site could result in traffic congestions for the general Flagstaff area and the residents of the Rain Valley area. Also, there was a concern that as the adjacent mine is subject to further mining more of the mine property could be utilized for additional heavy industrial usage potentially causing further traffic congestion issues.

Applicant's Response to address the concern regarding the possibility of traffic congestion being caused as a result of the proposal:

With close proximity to I-40 and E. Old Route 66, traffic congestion will not be an issue for the greater Flagstaff area especially since the site is located in a remote area of the City of Flagstaff, away from City of Flagstaff neighborhoods. The property is adjacent to large scale mining operation and is also adjacent to a City of Flagstaff waste water treatment plant causing no traffic congestion concerns for those established uses.

With regard to the possibility of traffic congestion being caused for the residents of Rain Valley, the applicant would like to point out that the proposed storage yard use will serve to reduce traffic as follows:

- The proposed use is a low traffic generator in comparison to the applicant's adjacent mine use, which generates a high volume of truck and vehicle traffic as trucks/vehicles access the mine for cinder hauling purposes.
- The proposed 18.24 acre site being rezoned was formerly part of the mine, which has now been completely mined out of material. The 18.24 acres is being replaced from a high traffic generating mining use to a much lower traffic generating use that is the proposed storage yards.
- The applicant points out that the mine is currently being mined out at a rapid pace. The applicant believes there will be no material left for mining purposes in 7 to 12 years. Truck and vehicle traffic to the site will continue to drop in volume as material becomes scarce at the mine. The high volume mining traffic will be reduced to zero once mining at the mine is complete.
- To address the concern about additional property being developed for heavy industrial usage in the future (and causing further traffic congestion issues) the applicant's representative pointed out that, should the applicant ever desire to establish additional non mining heavy industrial usage or other usage not permitted in the current RR zone the applicant would need to

apply to the city for another rezoning and, in doing so, the applicant would need to address and resolve the issue of traffic congestion at the time.

Prior to the finalization of this Citizen Participation Plan/Report to the City of Flagstaff, the applicant has mailed a copy of this summary with the Record of Proceedings above to all attendees who provided their name and address during the meeting as they were instructed to by the Applicant's Representative Guy Ecklund at the beginning of the meeting.

NOTICE

Notice is hereby given that RE Asset Management, LLC will be holding a

PUBLIC VIRTUAL NEIGHBORHOOD MEETING

6:00 p.m. on August 31, 2020

ZOOM VIDEO MEETING LINK: (to be inserted before notice is final)

For the purpose of considering the following:

Zoning Map Amendment

Direct Ordinance via Site Plan Submittal process to Amend the City of Flagstaff's Rural Residential (RR) designation for an 18.24 acre parcel to be created with a City of Flagstaff land division permit from existing parcels 113-07-003L and 113-07-004 to a Heavy Industrial (HI) use. The meeting will introduce the use of leased storage yards for contractors and other businesses in the community on the 18.24 acre site located at 6400 E. Old Route 66 that was formerly used as a volcanic cinder mine.

Assessor's Parcel Numbers 113-07-003L, 113-07-004

Interested persons may appear at the meeting and be heard for or against any proposed action regarding the area or may file a written statement.

For Additional Information Contact

Genevieve Pearthree, Planning Development Manager
City of Flagstaff, Community Development Department
211 W. Aspen Avenue, Flagstaff, Arizona 86001
(928) 213-2640, Genevieve.Pearthree@flagstaffaz.gov

Neighborhood Meeting Notice

RE Asset Management, LLC
Principal, Robert Miller
6500 E. Route 66
Flagstaff, Arizona 86004

Date _____, 2020

RE: Proposed Rezoning/Zoning Map Amendment For the Project known as Wildcat Industrial Park

Dear Neighbor,

RE Asset Management, LLC (and its Principal Owner, Robert Miller) owns the following 3 contiguous parcels located at 6500 E. Route 66, Flagstaff, Arizona 86004 totaling approximately 58 acres.

113-07-004 (40 acres)

113-07-003J (7.48 acres)

113-07-003L (10.22 acres)

Total property owned by RE Asset Management, LLC: 58 acres approx.

The parcels have historically been used as a volcanic cinder mine since long before the City of Flagstaff was incorporated and long before the City of Flagstaff's adoption of a zoning ordinance. Despite the fact that the property contained a heavy industrial mining use prior to the City of Flagstaff's incorporation, the City zoned the property RR (rural residential) when the city incorporated and adopted its zoning ordinance.

Although the 3 parcels owned by RE Asset Management continue to be used for volcanic cinder mining purposes, there are portions of Parcel 113-07-004 and 113-07-003L that have been mined out such that there are no longer any materials left for mining. RE Asset Management, LLC has therefore re-habilitated portions of parcel 113-07-004 and 113-04-003L totaling 18.24 acres to allow for other types of heavy industrial uses to occur on that portion of the parcel.

In this regard, RE Asset Management, LLC has discovered that there is a great need in the City of Flagstaff for Contractor Yard/Storage Yard space, especially for construction professionals and other businesses to store items that are not appropriate to be stored in non-industrial areas of the city (i.e., repo vehicles and trailer storage, river-runner equipment, empty tank storage, etc.). In fact, there is simply nowhere in the City of Flagstaff or Coconino County for many such small business professionals to store their construction materials, equipment, and vehicles, etc. This has forced many small business owners to operate illegally out of their homes (or other non-industrial properties), leaving them vulnerable to complaints from residential neighbors as well as zoning enforcement proceedings by the City of Flagstaff and Coconino County.

In consideration of the foregoing, RE Asset Management, LLC is submitting a rezone/zoning map amendment application to the City of Flagstaff to rezone 18.24 acres of its property to allow the property to be rezoned from Rural Residential to Heavy Industrial to allow an 18.24 acre portion of its site to be used commercially as contractor yards or storage yards.

We are inviting you to a virtual neighborhood meeting at the property located at 6500 E. Route 66 at 6:00 pm on August 31, 2020, so that you can review our plans for the rezone/zoning map amendment. The following is a link to attend the virtual meeting on Zoom: (to be inserted when the meeting is officially scheduled)

The following people will be in attendance at the meeting on behalf of RE Asset Management, LLC:

Robert Miller, managing member of RE Asset Management, LLC. 6500 E. Route 66, Flagstaff, Arizona 86004, 928/853-5577, robertdonaldmiller@gmail.com

Guy Ecklund and Tony Cullum, Law Office of Tony S. Cullum, 14 E. Dale Ave., Flagstaff, Arizona 86001, 928/774-2565 ecklund@tonycullumlaw.com

Kent Hotsenpiller, Mogollon Engineering, 411 W. Santa Fe Ave., Flagstaff, Az, 86001

At the meeting, we invite you to share your thoughts about the project and we would like to hear any concerns you may have so that we can attempt to address concerns as we go through the city approval process.

Additionally, please note that you are welcome to contact me (Robert Miller) or Guy Ecklund at any time throughout the City of Flagstaff rezoning process. We will make ourselves available in an effort to address and resolve any concerns you might have regarding our project.

Sincerely,

Robert D. Miller

Property Owners Within
1000'

Tax Parcel

#	APN	Account #	911 Address	Owner Name	Owner AC Idress
1	11307002A	R0056605	2800 N EL PASO FLAGSTAFF RD	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, A Z 86001
2	11306004	R0349346	N/A	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, A Z 86001
3	11307001D	R0066584	N/A	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, A Z 86001
4	11306002	R0066583	N/A	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, A Z 86001
6	11307004	R0056614	6500 E ROUTE 66	RE ASSET MANAGEMENT LLC	PO BOX 30326 FLAGSTAFF, A Z 86003
7	11307003L	R0056611	N/A	RE ASSET MANAGEMENT LLC	PO BOX 30326 FLAGSTAFF, A Z 86003
8	11307003J	R0056610	N/A	RE ASSET MANAGEMENT LLC	PO BOX 30326 FLAGSTAFF, A Z 86003
9	11307001G	R0056604	7700 E OLD WALNUT CANYON RD	SMITH FAMILY TRUST DTD 04/01/13	7700 E OLD WALNUT CANYON RD FLAGSTAFF, AZ 86004
10	11307003F	R0056607	7000 E ROUTE 66	PAYNE ROBERT E & GERALDINE	2962 TOVAR TRL FLAGSTAFF, AZ 86005
11	11307003H	R0056609	N/A	PAYNE ROBERT E & GERALDINE	2962 TOVAR TRL FLAGSTAFF, AZ 86005
12	11307003N	R0056613	N/A	PAYNE ROBERT E & GERALDINE	2962 TOVAR TRL FLAGSTAFF, AZ 86005
13					
14	11307010	R7001759	6400 E ROUTE 66	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
15	11307010A	R7001647	N/A	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
16	11307010B	R7001750	N/A	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
17	11307010C	R7001637	N/A	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089

18 Coconino National
Forest Service

1824 S. Thompson Street
Flagstaff, AZ
86001

19 11307003M R0056612 7000 E ROUTE
66

BAKER VERA E

2323 W ALASKA AVE
FLAGSTAFF, AZ 86001

~~20 11307003G R0056608 N/A~~

~~GENTRY MICHEL
DAVID~~

~~8090 N FRANK DR
FLAGSTAFF, AZ 86004~~

~~21 11307003D R0056606 N/A~~

~~GENTRY MICHEL
DAVID~~

~~8090 N FRANK DR
FLAGSTAFF, AZ 86004~~

20 11307003G 700 E RT66

Justin Miller

2962 TOVAR Trail

21 11307003D 700 E RT66

Justin Miller

Flagstaff AZ

86005

2962 TOVAR Trail

Flagstaff AZ

86005



Coconino County Parcel View



APN: Address Account Ov Parcel Report

Parcel

Select draw mode



Buffer distance (optional)

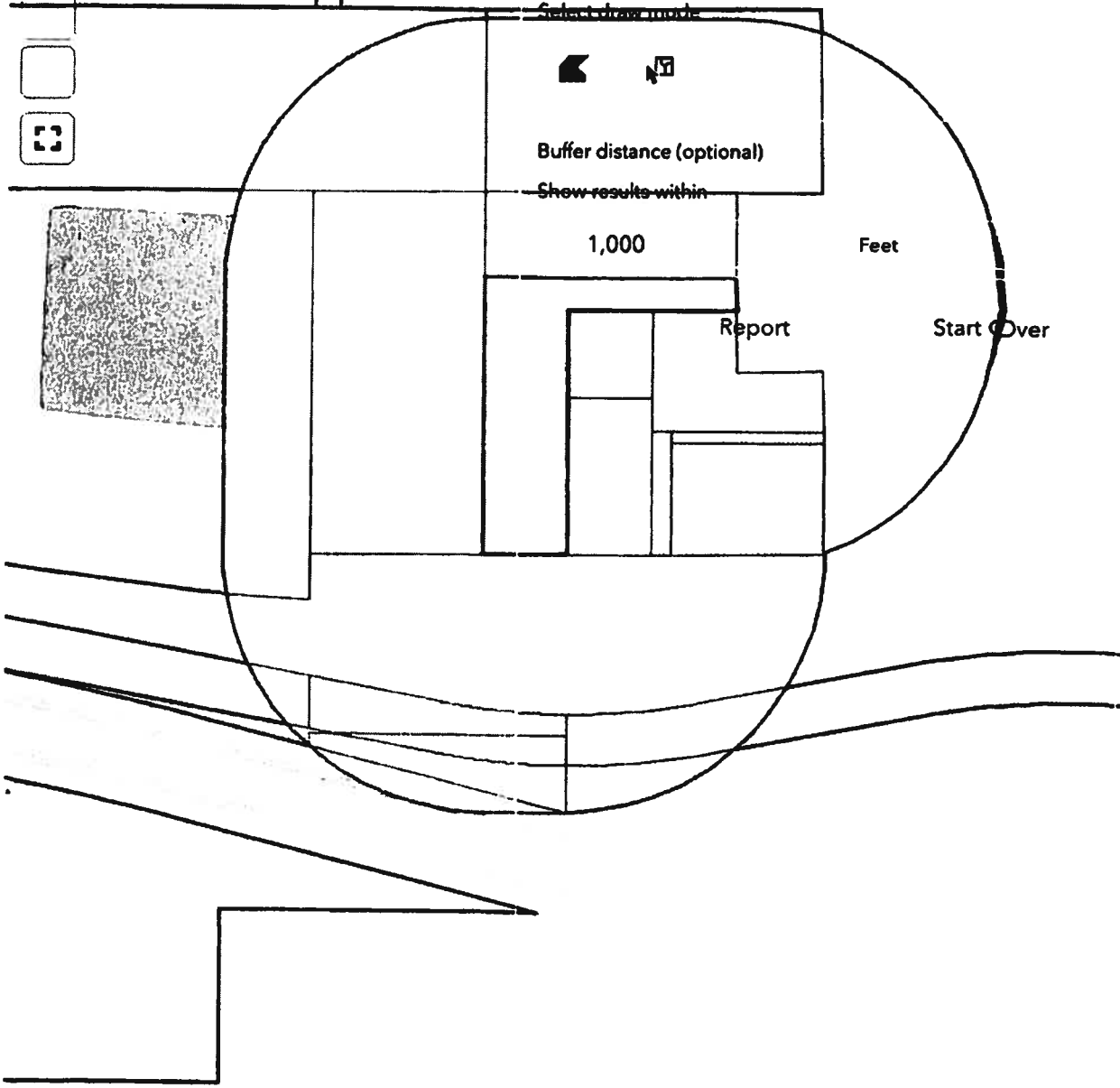
Show results within

1,000

Feet

Report

Start Over



35.221 -111.553 Degrees



Coconino County Parcel View



▼ APN. Address. Account Ov

Parcel Report

Parcel

Select draw mode



Buffer distance (optional)

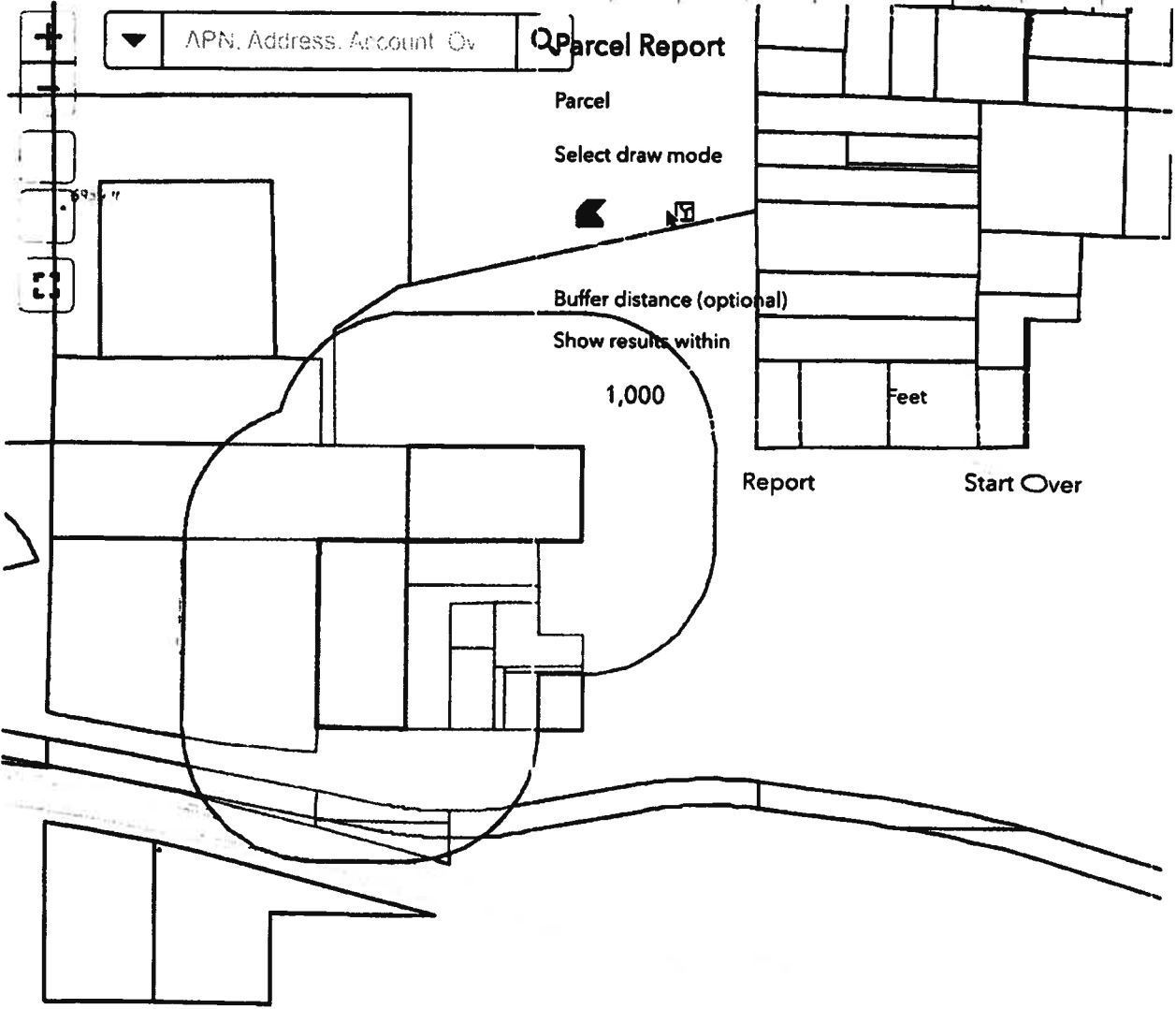
Show results within

1,000

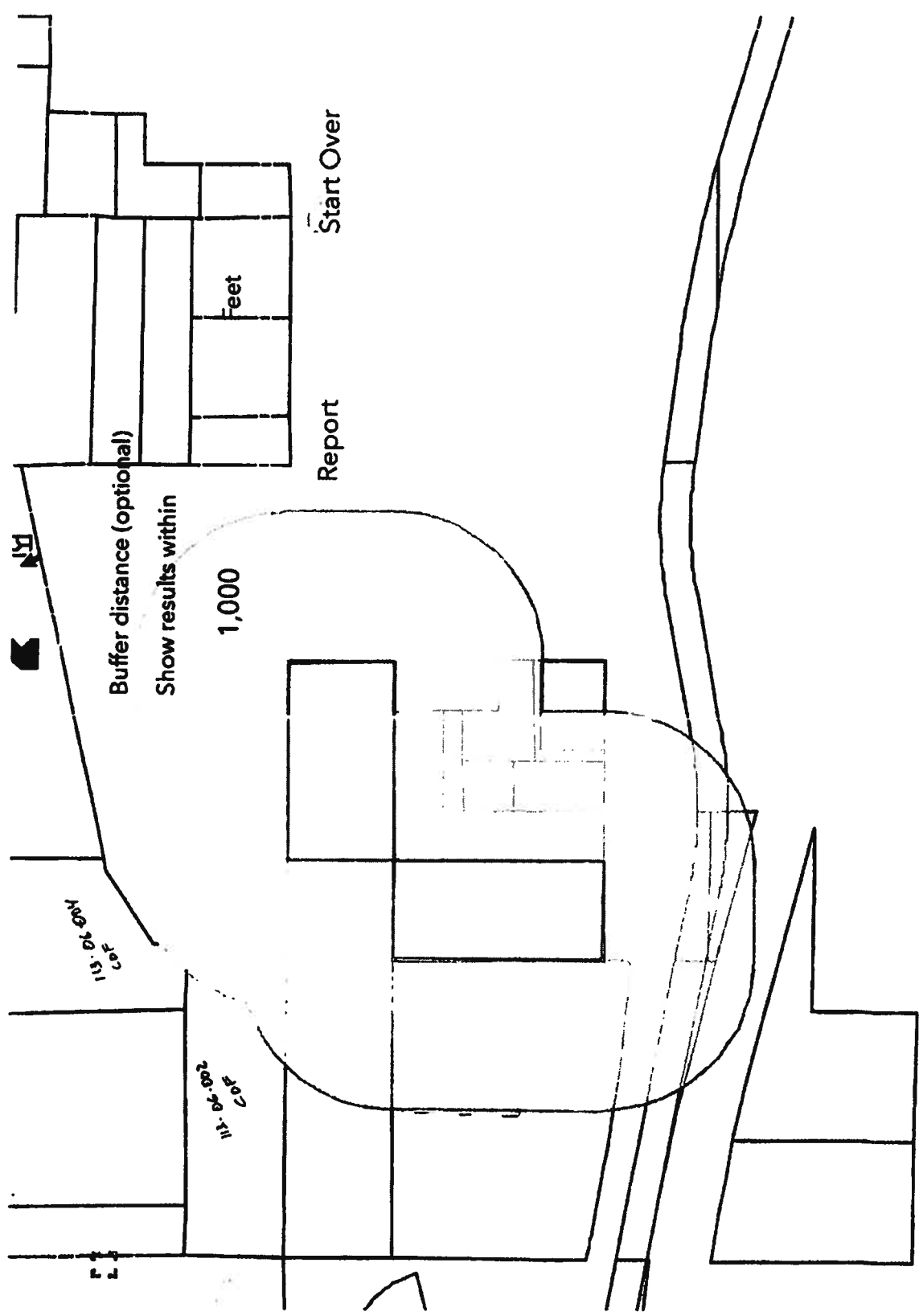
Feet

Report

Start Over



35.228 -111.540 Degrees



Buffer distance (optional)

Show results within

1,000

Feet

Report

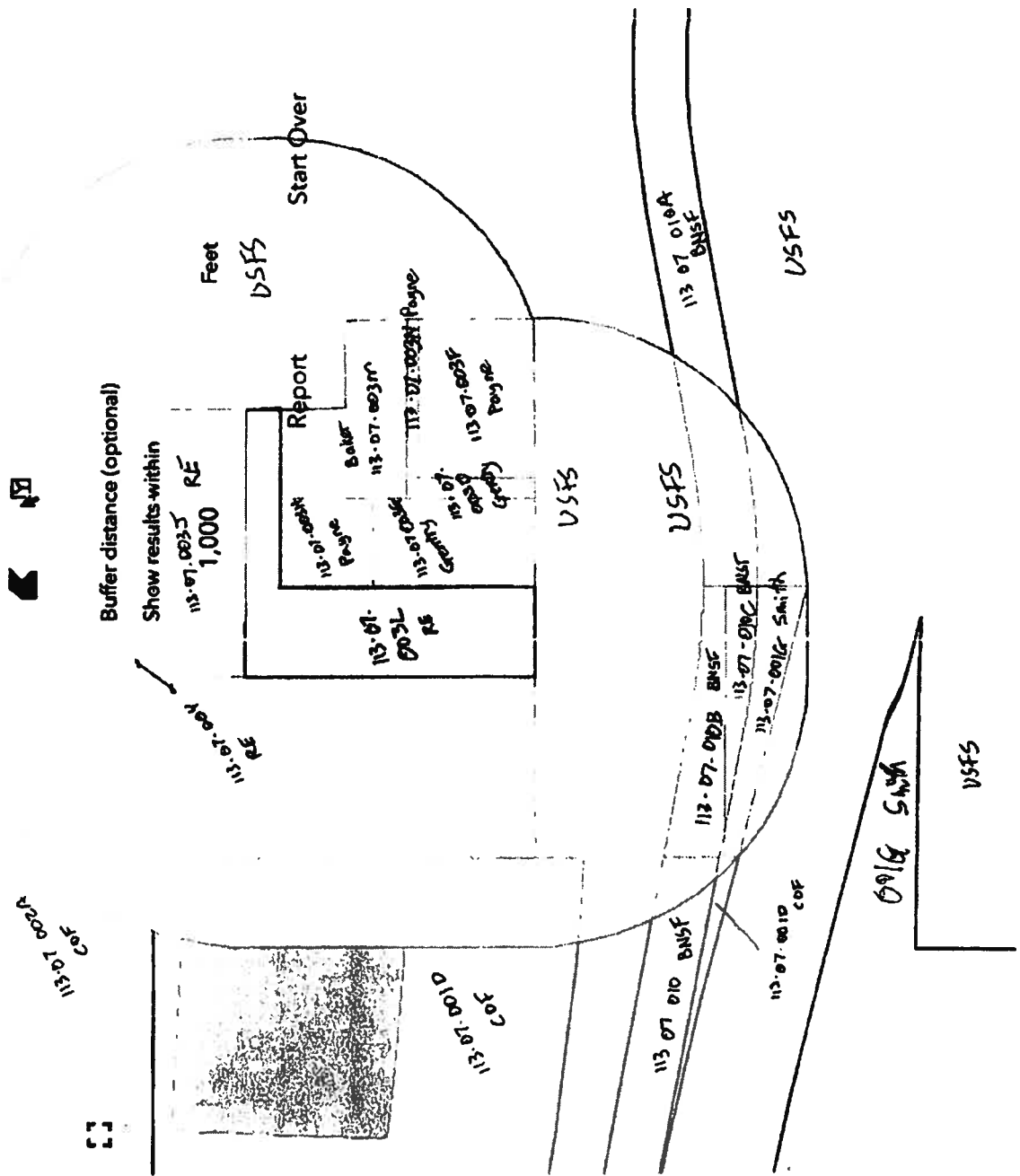
Start Over

AUG 20 11 13 AM '07

AUG 20 11 13 AM '07

11

Parcel State No Map
Solist: streamside



USFS

**"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B**

Last updated: March 2, 2020

Friends of Flagstaff's Future

P.O. Box 23462
Flagstaff, AZ 86002
info@friendsofflagstaff.org
(928) 556-8663

Northern Arizona Building Association

1500 East Cedar Avenue, Suite 86
Flagstaff, AZ 86004
tbociung@nazba.org
(928) 779-3071

Northern Arizona Association of Realtors, Jeffrey Herd

1515 East Cedar Avenue, Suite C-4
Flagstaff, AZ 86004
naarflag@nazrealtor.com and
naargovaffairs@outlook.com
(928) 779-4303

Tish Bogan-Ozmun

5271 Mt. Pleasant Drive
Flagstaff, AZ 86004
tishflagstaff@gmail.com

Marilyn Weissman

1055 East Apple Way
Flagstaff, AZ 86001
(928) 779-5323
Missymoet@aol.com

Maury Herman

Coast and Mountain Properties
3 North Leroux Street
Flagstaff, AZ 86001
(928) 779-6211
mherman@coastandmountain.com

Nat White

1120 North Rockridge Road
Flagstaff, AZ 86001
white@lowell.edu
RegistryofPersonsGroups.docx

Charlie Silver

720 West Aspen Avenue
Flagstaff, AZ 86001
Cws720@gmail.com

Betsy McKellar

330 S Ash Lane
Flagstaff, AZ 86004
birdvest8@gmail.com

David Carpenter

495 S River Run Suite 100
Flagstaff, AZ 86001
dc@hopeaz.com

Dorenda Coleman

Arizona Army National Guard, AZAA-FMO
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Phoenix, AZ 85008
dorenda.j.coleman.nfg@mail.mil

Mary Beth Dreusike

US Navy, Intergovernmental Branch
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Building 1 – 5th Floor, Suite 513
San Diego, CA 92132
marybeth.dreusike@navy.mil

Celia Barotz

3354 N Crest Street
Flagstaff, AZ 86001
cbarotz@gmail.com

Norm Wallen

3716 N Grandview
Flagstaff, Az 86004
normwallenfig@gmail.com

Jay Christelman

Coconino County Community Development
2500 N Fort Valley Rd. Bldg 1
Flagstaff, Az 86001-1287
jchristelman@coconino.az.gov

Jess McNeely

Coconino County Community Development
2500 N Fort Valley Rd. Bldg 1

**"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B**

Last updated: March 2, 2020

Flagstaff, Az 86001-1287
wmcneely@coconino.az.gov

Steve Finch
Flagstaff Lodging, Restaurant & Tourism
Association
PO Box 30622
Flagstaff, AZ 86003
sfinch@flrta.org
(928) 326-6008

Adrian Skabelund
819 West Grand Canyon Ave.
Flagstaff, AZ 86001
askabelund@azdailysun.com

Rachel Bass
3083 W. Easterday Lane
Flagstaff 86001
rsilverton@gmail.com

**Requested Notification of
Zoning Code Text Amendments Only**

David Hayward
Neighborhood Homes, LLC
510-331-3380
david@neighborhoodhomes.com

Barry Levitan
19 S San Francisco St
Flagstaff, AZ 86001
bllips@aol.com

-----Original Message-----

From: Mark Hoffner <mhoffner@ur.com>

Sent: Wednesday, September 2, 2020 2:33 PM

To: ecklund@tonycullumlaw.com

Subject: FLP Storage yard proposal

United Rentals receives regular requests from contractors needing to rent space to park their equipment when they are in Flagstaff.

Mobilizing and staging equipment has always been a major obstacle in this town.

Mark Hoffner

928-607-7418

Mhoffner@ur.com

NOTICE

Notice is hereby given that
RE Asset Management, LLC will be holding a
**PUBLIC VIRTUAL
NEIGHBORHOOD MEETING**

6:00 p.m. on August 31, 2020

ZOOM VIDEO MEETING LINK:

[https://us02web.zoom.us/j/86931085731?](https://us02web.zoom.us/j/86931085731?pwd=QkEyVnViK3hXSHY4ZzJnaHYrL3Y5QT09)

[pwd=QkEyVnViK3hXSHY4ZzJnaHYrL3Y5QT09](https://us02web.zoom.us/j/86931085731?pwd=QkEyVnViK3hXSHY4ZzJnaHYrL3Y5QT09)

(Meeting ID: 869 3108 5731; Passcode: wildcat)

For the purpose of considering the following:

Zoning Map Amendment

Direct Ordinance via Site Plan Submittal process to Amend the City of Flagstaff's Rural Residential (RR) designation for an 18.24 acre parcel to be created with a City of Flagstaff land division permit from existing parcels 113-07-003L and 113-07-004 to a Heavy Industrial (HI) use. The meeting will introduce the use of leased storage yards for contractors and other businesses in the community on the 18.24 acre site located at 6500 E. Old Route 66 that was formerly used as a volcanic cinder mine.

Assessor's Parcel Numbers

113-07-003L, 113-07-004

For Additional Information Contact

Genevieve Pearthree, Planning Development Manager
City of Flagstaff, Community Development Department

211 W. Aspen Avenue

Flagstaff, Arizona 86001

(928) 213-2603, Genevieve.Pearthree@flagstaffaz.gov

8/31/2020

**Summary of Meeting Proceedings of the August 31, 2020 6:00pm
Virtual Neighborhood meeting Regarding the Zoning Map Amendment
for the 18.24 acre site known as the Wildcat Industrial Park
located at 6500 E. Old Route 66, Flagstaff, Arizona**

The attendees were generally overwhelmingly in favor of the proposal. The only concern presented by attendees related to traffic congestion and that concern was expressed by one person. The concerns expressed in this regard was that traffic from the site could result in traffic congestions for the general Flagstaff area and the residents of the Rain Valley area. Also, there was a concern that, as the adjacent mine is subject to further mining, more of the mine property could be utilized for additional heavy industrial usage potentially causing further traffic congestion issues.

Applicant's Response to address the concern regarding the possibility of traffic congestion being caused as a result of the proposal:

With close proximity to I-40 and E. Old Route 66, traffic congestion will not be an issue for the greater Flagstaff area especially since the site is located in a remote area of the City of Flagstaff, away from City of Flagstaff neighborhoods. The property is adjacent to large scale mining operation and is also adjacent to a City of Flagstaff waste water treatment plant causing no traffic congestion concerns for those established uses.

With regard to the possibility of traffic congestion being caused for the residents of Rain Valley, the applicant would like to point out that the proposed storage yard use will serve to reduce traffic as follows:

- The proposed use is a low traffic generator in comparison to the applicant's adjacent mine use, which generates a high volume of truck and vehicle traffic as trucks/vehicles access the mine for cinder hauling purposes.
- The proposed 18.24 acre site being rezoned was formerly part of the mine, which has now been completely mined out of material. The 18.24 acres is being reduced from a high traffic generating mining use to a much lower traffic generating use that is the proposed storage yards.
- The applicant points out that the mine is currently being mined out at a rapid pace. The applicant believes there will be no material left for mining purposes in 7 to 12 years. Truck and vehicle traffic to the site will continue to drop in volume as material becomes scarce at the mine. The high volume mining traffic will be reduced to zero once mining at the mine is complete.
- To address the concern about additional property being developed for heavy industrial usage in the future (and causing further traffic congestion issues), the Applicant's representative pointed out that, should the applicant ever desire to establish additional non mining heavy industrial usage or other usage not permitted in the current RR zone, it would need to apply to the

city for another rezoning and, in doing so, the applicant would need to address and resolve the issue of traffic congestion at the time.

Prior to the finalization of this Citizen Participation Plan/Report to the City of Flagstaff, the applicant has mailed a copy of this summary with the Record of Proceedings above to all attendees who provided their name and address during the meeting as they were instructed to by the Applicant's Representative Guy Ecklund at the beginning of the meeting.

RE Asset Management, LLC
c/o Guy Ecklund, Project Representative
14 E. Dale Ave
Flagstaff, Arizona 86004

Date: 9/15/2020

RE: Proposed Rezoning/Zoning Map Amendment for the Project known as Wildcat Industrial Park consisting of 18.24 acres; Project No. PZ-19-00181-02, Property Address 6500 E. Old Route 66, Flagstaff, Arizona, 86004; APN's Involved: 113-07-003L and 113-07-004

Dear Neighbor:

Thank you for attending the Virtual Neighborhood meeting on August 31, 2020 at 6:00pm regarding the above referenced matter. We also appreciate the support received from many of the neighbors who attended the meeting. As a project representative for RE Asset Management, LLC and this project, I have prepared the enclosed "Summary of Meeting Proceedings" summarizing the comments and concerns that were expressed at the meeting, along with a summary as to how concerns are being addressed. If you believe anything in this summary has been misstated or if you have any further concerns or comments you would like to provide, I am requesting you please contact me. My contact information is below and we will work with you to address any issues:

Guy Ecklund
Project Representative/Project Paralegal
Law Office of Tony S. Cullum
14 E. Dale Ave
Flagstaff, Arizona, 86001
PH 928/774-2565
ecklund@tonycullumlaw.com

Thank you for attending the meeting.

Sincerely,

Guy Ecklund

GE:tw

Citizen Participation Plan (AKA The Neighborhood Meeting Plan for Second Neighborhood Meeting and Second Neighborhood Meeting Notification) Wildcat Industrial Park

Citizen Participation Plan (The Plan below was prepared and approved by City Staff Prior to the Second Neighborhood Meeting, which explains why it is written in the future tense)

In accordance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, the applicant will be holding at a second neighborhood meeting as part of its citizen participation efforts. Pursuant to direction from City Staff, the second neighborhood meeting will be virtual and will be held on Zoom to allow more citizen participation. While Staff previously agreed that only one neighborhood meeting was required, Staff later changed its mind to require a second neighborhood meeting because much time has passed since the first neighborhood meeting on August 18, 2020. It should be noted that after the first neighborhood meeting, Staff required the applicant to construct offsite improvements which included approximately 7,000 feet of a looped Waterline system to provide potable water and fire protection to the property. These improvements were required prior to proceeding with public hearings before the Planning and Zoning Commission and City Council. Now the applicant and his contractor have completed these offsite improvements and are ready to proceed with the final steps to have the property rezoned.

Parties to be notified

In working with City Staff, it was determined the applicant should reach out to neighboring property owners within 1,000 feet of the applicant's parcels, to-wit: 113-07-004 and 113-07-003L. The applicant is not aware of any tenants or HOAs within 1,000 feet of the applicant's mentioned parcels. We have attached a list of all the properties within the 1,000-foot area with buffering maps showing the properties that are included. It is noted that there are six (6) property owners included within 1,000 feet not including the applicant, to-wit: BNSF, City of Flagstaff, Coconino National Forest Service, and three private owners (Vera Baker, and Robert and Geraldine Payne).

Notification Methods

The applicant is proposing to mail (via first class mail of the United States Post Office) the attached Neighborhood Meeting Notice to all parties described above who are required to be noticed. The letter will invite these parties to a neighborhood meeting on Zoom that will be held on a weekday at 6:00 pm. The letter providing the Zoom meeting link will be sent by first-class mail no later than 15 days prior to the meeting.

A sign that will be at least 4' x 4' in area will be installed at the property's East Route 66 public right of way entrance at least 10 days before each neighborhood meeting. The sign will set forth the purpose, time, date, and place of the meeting. The attached Neighborhood Meeting Sign

document includes the sign content. The lettering size and design will use Public Hearing sign design standards, since this is what the community is used to seeing. The sign shall have a white background with black lettering, with a minimum 2” title text and minimum 1” letter size. It will also make it easier to re-use the sign to announce the public hearings (P&Z and Council). The sign shall be securely fastened to wooden or metal stakes. It will be made of laminated coroplast, laminated plywood, or other suitable construction material. The height of the sign shall be at least four feet from the finished grade to the top of sign and shall not be obstructed from view. There will be a tube containing printed copies of the neighborhood meeting notice.

Second Neighborhood Meeting Form, Structure, and Agenda

The meeting will begin with a presentation from the applicant’s team and will be followed by a question-and-answer session with participants, during which the applicant will attempt to address any concerns. The applicant’s proposed site plan and other plans will be displayed during the presentation. The applicant Robert Miller, his attorney Tony S. Cullum, and his other representatives Guy Ecklund, and Robert Begeley, will make a presentation. Tony Cullum and Guy Ecklund will lead the meeting and there will be a number of talking points to cover during the meeting. The applicant will also establish communication guidelines at the beginning of the meeting and will reiterate them throughout as needed. At the beginning of the meeting, the applicant’s representative will ask all attendees to provide their name and address in the chat box to record their attendance to the meeting. At the beginning of the meeting, the applicant’s project representative will inform the attendees that attendees will have the ability to use the chat function to respectfully ask questions and make comments, and in doing so, to respect the opinions of all attendees. The questions and comments will be addressed during the question-and-answer session following the presentation. Additionally, the attendees will be notified that they also will have the opportunity to verbally provide questions and input during the question-and-answer session of the meeting. They will be informed that they will have 3 minutes to speak and they will be notified when their 3 minutes are up, and only one person will be allowed to talk at a time. They will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, then they may be removed from the virtual meeting.

Presentation and Display of site plan: Guy Ecklund and Tony Cullum will give a presentation to the attendees describing the rezoning request, including the area to be rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the rezoning request, the improvements that will be made to accommodate development, and any other relevant information. Robert Miller, Guy Ecklund, and Tony Cullum will assist with the presentation and provide input and comments as necessary. Guy Ecklund will monitor the chat during the presentation. During the presentation, the applicant will also show the proposed site plan on the screen so the neighbors can get a full understanding of the site lay out and the proposed use subject to the rezoning.

Discussion with Attendees: The attendees will be muted during the presentation. However, while one member of the applicant’s team is speaking, the other two members will be monitoring the chat box to coordinate with attendees who communicate in writing during the meeting. Once

the presentation is made, the applicant and his representatives will open up the meeting to the attendees for verbal discussion and, as stated above, each attendee will have at least 3 minutes to speak. The applicant team will begin by answering any questions, or responding to comments written by attendees in the chat box during the presentation. The attendees will then be asked if they have additional comments or questions, and the meeting will be opened up to verbal discussion. The purpose of this part of the meeting is for the applicant and his representatives to engage in dialogue to attempt to address any concerns of the attendees. Once this discussion is completed, the meeting will be called to an end.

Additional opportunities for those potentially affected parties to discuss and provide input on the applicant's proposal:

The applicant and his representatives will continue to make themselves available throughout the rezoning process to answer and address questions and concerns. It is noted that the applicant and its project team's contact information is clearly set forth on the proposed meeting notice to make for easy ongoing communications with the community before and after the meeting. The applicant and his team will work to address, and attempt to resolve, any concerns expressed by members of the community prior to the meeting and, after the meeting, throughout the rezoning process either through email, by phone, or in person meetings that are specifically requested or arranged.

Following the second neighborhood meeting and efforts described above, the applicant will submit to the Planning Development Manager assigned to this rezoning case—Alexandra Pucciarelli—a Neighborhood Meeting Record of Proceedings and the Neighborhood Meeting Certification in accordance with Section 10-20.20-060 of the City's Zoning Ordinance. These are the methods that will be used to keep City Planning Staff and the City Planning Director informed of the status.

The Neighborhood Meeting Record of Proceedings will include details of techniques the applicant used to involve the public, including: 1) Dates and location(s) of neighborhood meetings; 2) Copies of letters, notices, newsletters, and other correspondence, including dates and number of mailings or deliveries; 3) A copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located; 4) The number and names of people that participated in the process based on the sign-in sheet for the meeting; and 5) a dated photograph of the sign installed. The report will also include a summary of concerns, issues, and problems expressed during the neighborhood meeting, including, the substance of the concerns, issues, and problems, and the applicant's response to the comments received at the public meeting. The applicant's responses will be included on the site plan, illustrative plan, other planning documents(s), and/or in an associated report. If public comments are not included in any of these documents, an explanation of why they were not included must be provided.

Neighborhood Meeting Record of Proceedings (prepared after the neighborhood meeting took place)

After project representative Guy Ecklund worked with City Staff to confirm the above referenced citizen participation plan was acceptable and conformed to the Zoning Ordinance, and after it was also approved by City Staff, the applicant proceeded to implement the citizen participation plan by doing the following:

1) On November 30, 2023, the applicant mailed the attached Second Neighborhood Meeting Invitation Letter to all of the property owners within 1,000 feet of the property being rezoned. The letters were mailed via first class mail of the United States Post Office. It is noted that there are no tenants, and no owners' associations on neighboring properties within the 1,000 foot radius.

2) On December 4, 2023, the applicant installed a sign on the property in a visible location at the property's entrance off Old Route 66 to notify the public that the applicant and the applicant's project representatives would be holding a Public Virtual Neighborhood Meeting via Zoom on December 18, 2023 at 6pm. A dated photograph of the sign is attached hereto. The sign verbiage and installation conformed to the City Zoning Ordinance and was approved by City Planning Staff. The sign well exceeded 4x4 feet in area and it was installed in a place that was clearly visible from the Old E. Route 66 public right of way. The sign was installed more than 10 days prior to the neighborhood meet in conformance with the code.

3) The applicant held the virtual neighborhood meeting on December 18, 2023 at 6pm. The meeting was held in the manner set forth on Citizen Participation Plan set forth above. The meeting was well attended and the structure and format of the meeting conformed to the Citizen Participation Plan above. All the attendees were overwhelmingly in favor of the proposal. The following is an account of those who attended the meeting, along with their comments which have been noted into the record:

1. Warren S. Smith Jr., 7700 E. Old Walnut Canyon. Road, Flagstaff, Arizona, 86004: Mr. Smith expressed his full support for the zone change and, as a fellow contractor and heavy equipment operator, confirmed there is a great need inside the city limits for the proposed storage yard use. He indicated the proposed location is well suited for the proposed use.
2. Julie Smith, 7700 E. Old Walnut Canyon Road, Flagstaff, Arizona, 86001: She expressed her full support for the rezoning proposal. She also stated this will add to the value of residential properties in Flagstaff by keeping commercial vehicles off residential streets and helping to prevent them from being stored on residential properties in residential neighborhoods.
3. Val Peavy, 8190 Koch Field Road, Flagstaff, Arizona, 86004: Mr. Peavy is a local contractor and he and his family have been in the area a long time. Mr. Peavy expressed his full support for the zone change and, as a fellow contractor and heavy equipment

operator, confirmed there is a great need inside the city limits for the proposed storage yard use. He indicated the proposed location is well suited for the proposed use.

4. Jay Tubbs, 5100 E. Denali Dr., Flagstaff, Arizona 86004. Mr. Tubbs attended and voiced his full support for the project and how it would help contractors with heavy equipment storage and expressed there is a great need for heavy equipment storage use in the City of Flagstaff as there Flagstaff is lacking in areas where this type of use is available.
5. Mary Rinne, 1803 N. Wakonda Flagstaff, Arizona 86004: She indicated that she was attending to support the proposal. After learning about the project at the first neighborhood meeting, she indicated she was attending to affirm her full support for the project.
6. Mark Hoffner, 64 E. Oak Ave, Flagstaff, Arizona 86001: Mr. Hoffner is a salesman with the company known as United Rentals. Mr. Hoffner voiced his full support and reiterated the need for heavy equipment storage use in Flagstaff and voiced the proposed location was suitable due to its location in an heavy industrial area.
7. Austin Micheal Boyle, 5100 E Denali Dr. Flagstaff, Arizona 86004: Austin was very supportive of the project and the work that Robert Miller has done in the community. This project would alleviate numerous traffic issues in the residential areas.
8. Geary Redmond, 2120 N Navajo Dr., Flagstaff, Arizona 86001: Mr. Redmond indicated that there is a great need for off road truck parking in Flagstaff and this industrial park is the best place in town for it. Equipment parking and Storage parking is greatly needed in Flagstaff. He stated that he does not know of another place in Flagstaff more suitable for equipment and truck storage than the subject property.
9. Wayne Chadwick, Flagstaff Truck Center, Old Route 66, Flagstaff, AZ. 86004: Mr. Chadwick showed up virtually and was very supportive of the project. Owning a truck repair center, he realizes first- hand the need for off road truck and equipment storage and reiterated the proposed location is suitable in the existing heavy industrial area.
10. Travis Brooks, 9860 Girard Road, Flagstaff, Arizona 86004: Travis indicated that the City of Flagstaff Waste Water Treatment Plant adjacent to the subject property emits bad odor and the subject property would not be appropriate for residential use. He said the proposed storge use is well suited in the proposed industrial location.
11. Dawson Buck, 9026 E. Heyfield Dr. Flagstaff, Arizona 86004: Dawson was supportive based on the smell that comes from the sewage treatment plant and pointed out that the proposed industrial use is perfect at the proposed location.

Summary of Concerns of the Attendees of the December 18, 2023 6:00pm Virtual Neighborhood meeting Regarding the Zoning Map Amendment for the 18.24 acre site known as the Wildcat Industrial Park located at 6500 E. Old Route 66 Flagstaff, Arizona, 86001.

As stated above, the attendees were generally overwhelmingly in favor of the proposal. All attendees expressed full support. There were not negative comments or comments of opposition. All attendees expressed full support. There were not negative comments or comments of opposition.

Tax Parcel

#	APN	Account #	911 Address	Owner Name	Owner Address
1	11307003N	R0056613	N/A	PAYNE ROBERT E & GERALDINE	2962 TOVAR TRL FLAGSTAFF, AZ 86005
2	11307003D	R0056606	N/A	RT 66 COMMERCE LLC	1801 N 2ND ST FLAGSTAFF, AZ 86004
3	11307010C	R7001637	N/A	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
4	11306004	R0349346	N/A	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
5	11307001G	R0056604	7700 E OLD WALNUT CANYON RD	SMITH FAMILY TRUST DTD 04/01/13	7700 E OLD WALNUT CANYON RD FLAGSTAFF, AZ 86004
6	11307003H	R0056609	N/A	PAYNE GERALDINE	2962 TOVAR TRL FLAGSTAFF, AZ 86005
7	11307010B	R7001750	N/A	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
8	11307010A	R7001647	N/A	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
9	11307010	R7001759	6400 E ROUTE 66	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
10	11307003G	R0056608	N/A	RT 66 COMMERCE LLC	1801 N 2ND ST FLAGSTAFF, AZ 86004
11	11306002	R0066583	N/A	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
12	11307003M	R0056612	7000 E ROUTE 66	PAYNE GERALDINE	2962 TOVAR TRL FLAGSTAFF, AZ 86005
13	11307003F	R0056607	7000 E ROUTE 66	PAYNE GERALDINE	2962 TOVAR TRL FLAGSTAFF, AZ 86005
14	11307003J	R0056610	N/A	RE ASSET MANAGEMENT LLC	PO BOX 30326 FLAGSTAFF, AZ 86003
15	11307003L	R0056611	N/A	RE ASSET MANAGEMENT LLC	PO BOX 30326 FLAGSTAFF, AZ 86003
16	11307002A	R0056605	2800 N EL PASO FLAGSTAFF RD	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
17	11307001D	R0066584	N/A	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
18	11307004	R0056614	6500 E ROUTE 66	RE ASSET MANAGEMENT LLC	PO BOX 30326 FLAGSTAFF, AZ 86003

19. Coconino National Forest Service
1827 S. Thompson street
Flagstaff, AZ 86001

NOTICE

Notice is hereby given that RE Asset Management, LLC will be holding a
PUBLIC VIRTUAL NEIGHBORHOOD MEETING

6:00 p.m. on December 18, 2023

ZOOM VIDEO MEETING LINK:

Join Zoom Meeting

<https://us06web.zoom.us/j/86955443503?pwd=bLv0ok2HgqIZCWTdmjeUCtJd54hpl.1>

Meeting ID: 869 5544 3503

Passcode: 445377

For the purpose of considering the following:

Zoning Map Amendment

Direct Ordinance via Site Plan Submittal process to Amend the City of Flagstaff's Rural Residential (RR) designation for an 18.24 acre parcel to be created with a City of Flagstaff land division permit from existing parcels 113-07-003L and 113-07-004 to a Heavy Industrial (HI) use. The meeting will introduce the use of leased storage yards for contractors and other businesses in the community on the 18.24 acre site located at 6400 E. Old Route 66 that was formerly used as a volcanic cinder mine.

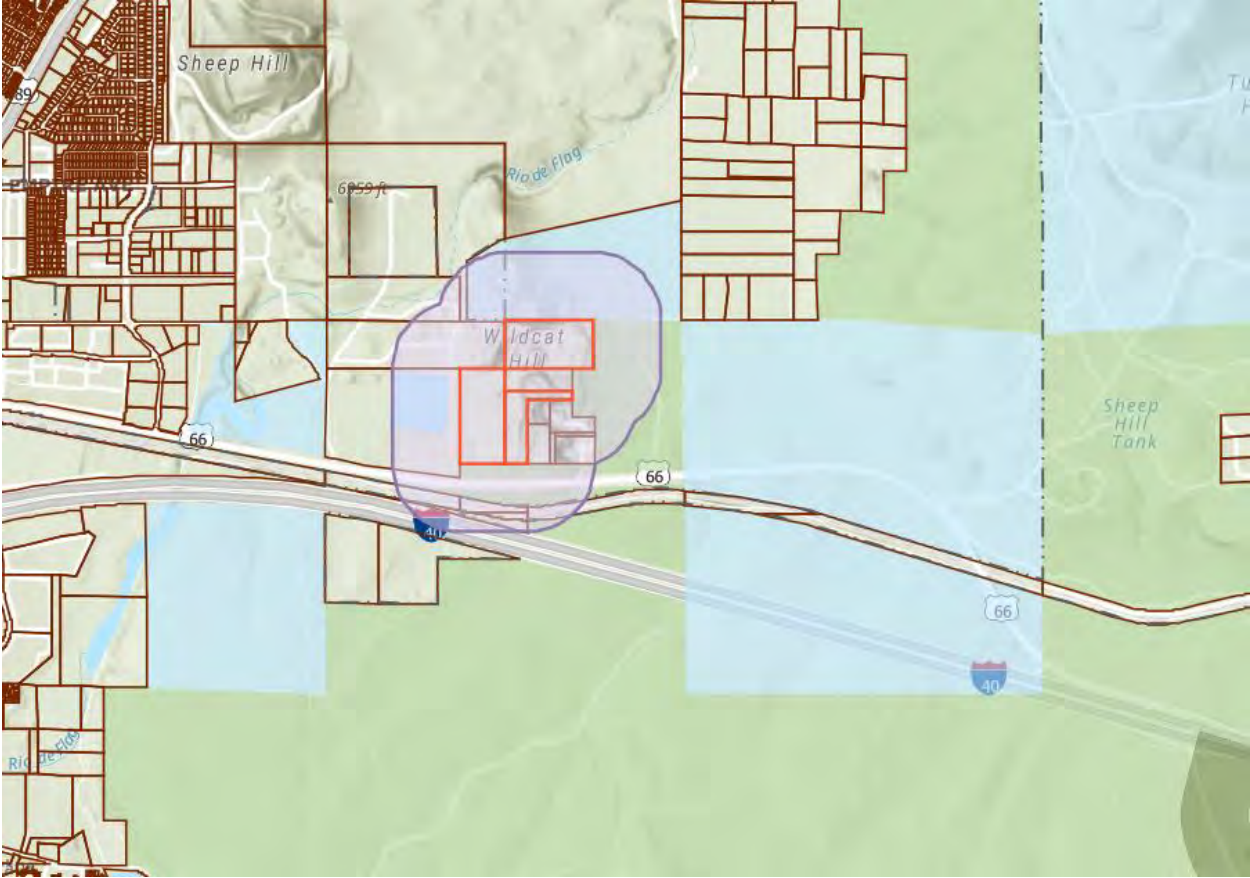
Assessor's Parcel Numbers 113-07-003L, 113-07-004

Interested persons may appear at the meeting and be heard for or against any proposed action regarding the area or may file a written statement.

For Additional Information Contact

Alexandra Pucciarelli, Planning Manager
City of Flagstaff, Community Development Department
211 W. Aspen Avenue, Flagstaff, Arizona 86001
(928) 213-2640, apucciarelli@flagstaffaz.gov

Map of 1000 Foot Radius



Neighborhood Meeting Invitation

RE Asset Management, LLC
Principal, Robert Miller
6500 E. Route 66
Flagstaff, Arizona 86004

Date November 30, 2023

RE: Proposed Rezoning/Zoning Map Amendment for the Project known as Wildcat Industrial Park; Project No. PZ-19-00181-02, Property Address 6500 E. Old Route 66, Flagstaff, Arizona, 86004; APN's Involved: 113-07-003L and 113-07-004

Dear Neighbor:

You may recall that we previously held a virtual neighborhood meeting regarding this project on August 31, 2020. Since then, we have been working to get the property ready to be rezoned, and our contractor, Warren Smith Contracting, has made offsite improvements which include extending City of Flagstaff public utilities (water) to the area of the property.

Although we are making no changes to the proposal we discussed at the August 31, 2020 neighborhood meeting, we are holding a second neighborhood meeting because some time has passed since the last meeting.

In this regard, we are pleased to invite you to our second Virtual Neighborhood meeting regarding this matter. As with the last meeting, we will be describing the nature of our proposal and the meeting is also an opportunity for you, as neighbors, to provide suggestions, concerns, and comments regarding our proposed zoning map amendment. The amendment will consist of a direct ordinance via site plan submittal process to amend the property's City of Flagstaff Rural Residential (RR) designation of an 18.24 acre parcel to be created with a City of Flagstaff land division permit from existing parcels 113-07-003L and 113-07-004 to Heavy Industrial (HI). The virtual Neighborhood Meeting will introduce the use of leased storage yards for contractors and other businesses in the community on the 18.24 acre site that has formerly been used as a volcanic Cinder mine.

The Virtual meeting will be held via Zoom at the following link on December 18, 2023 at 6:00pm:

Need to new Zoom link

The owner/developer Robert Miller of RE Asset Management, LLC, and his project team consisting of Attorney Tony S. Cullum, Project Paralegals Guy Ecklund and Dr. Boyle, and our project team, will be in attendance and available at the virtual meeting to answer any questions you may have as well as listen to your suggestions. A City of Flagstaff planning representative may also be in attendance and will be available to answer questions about the Zoning Map Amendment Process.

Thanks you for your consideration.

Sincerely,

RE Asset Management, LLC

Background and other Information

RE Asset Management, LLC (and its Principal Owner, Robert Miller) owns the following 3 contiguous parcels located at 6500 E. Route 66, Flagstaff, Arizona 86004 totaling approximately 58 acres.

113-07-004 (40 acres); 113-07-003J (7.48 acres); 113-07-003L (10.22 acres)

Total property owned by RE Asset Management, LLC: 58 acres approx.

The parcels have historically been used as a volcanic cinder mine since long before the City of Flagstaff was incorporated and long before the City of Flagstaff's adoption of a zoning ordinance. Despite the fact that the property contained a heavy industrial mining use prior to the City of Flagstaff's incorporation, the City zoned the property RR (rural residential) when the city incorporated and adopted its zoning ordinance.

Although the 3 parcels owned by RE Asset Management continue to be used for volcanic cinder mining purposes, there are portions of Parcel 113-07-004 and 113-07-003L that have been mined out such that there are no longer any materials left for mining. RE Asset Management, LLC has therefore re-habilitated portions of parcel 113-07-004 and 113-04-003L totaling 18.24 acres to allow for other types of heavy industrial uses to occur on that portion of the parcel.

In this regard, RE Asset Management, LLC has discovered that there is a great need in the City of Flagstaff for Contractor Yard/Storage Yard space, especially for construction professionals and other businesses to store items that are not appropriate to be stored in non-industrial areas of the city (i.e., repo vehicles and trailer storage, river-runner

equipment, empty tank storage, etc.). In fact, there is simply nowhere in the City of Flagstaff or Coconino County for many such small business professionals to store their construction materials, equipment, and vehicles, etc. This has forced many small business owners to operate illegally out of their homes (or other non-industrial properties), leaving them vulnerable to complaints from residential neighbors as well as zoning enforcement proceedings by the City of Flagstaff and Coconino County.

In consideration of the foregoing, RE Asset Management, LLC is submitting a rezone/zoning map amendment application to the City of Flagstaff to rezone 18.24 acres of its property to allow the property to be rezoned from Rural Residential to Heavy Industrial to allow an 18.24 acre portion of its site to be used commercially as contractor yards or storage yards.

12/4/23

NOTICE

Notices hereby given that RE Asset Management LLC will be holding a
PUBLIC VIRTUAL NEIGHBORHOOD MEETING

6:00p.m. on December 18, 2023

ZOOM VIDEO MEETING LINK:

Join Zoom Meeting

<https://us06web.zoom.us/j/86955443503?pwd=blv0ok2HggJZCWTDmjeUCUjS4hppl>

Meeting ID: 869 5544 3503

Passcode: 445377

to considering the following:

Direct to Ordinance Zoning Map Amendment

The amendment proposes to amend the City of Flagstaff zoning map to rezone 18.24 acres from the Rural Residential (RR) zone with the Resource Protection Overlay (RPO) to Heavy Industrial (HI) zoning with the Resource Protection Overlay (RPO) for the purpose of allowing the use of leased storage yards for contractors and other businesses in the community.

Assessor's Parcel Numbers: 113-07-003L, 113-07-004

Interested persons may appear at the meeting and be heard for or against any proposed action regarding the area or may file a written statement.

For Additional Information Contact:

Alexandra Pucciarelli, Planning Manager

City of Flagstaff, Community Development Department

211 W. Aspen Avenue, Flagstaff, Arizona 86001

(928) 213-2640, apucciarelli@flagstaffaz.gov

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Caputo, Human Resources Manager
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-09: 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 1-70-020 Employee Wellness and 1-50-039 Purchase Day Program; providing for repeal of conflicting ordinances; severability; authority for clerical corrections; and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 2, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-09 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-09 by title only (if approved above)

At the April 16, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-09 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-09 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-09

Executive Summary:

Updating the Employee Wellness section to provide a broader overall statement and less specific details. The Wellness Program changes often which makes it challenging to ensure the ordinance is up to date. Full details of the City's Wellness Program are outlined on our Benefits webpage. Updating the Purchase Day Program to allow part-time employees to participate.

Financial Impact:

This change does not have any financial impact.

Policy Impact:

Updates to the Employee Wellness section have no policy impact. Updates to the Purchase Day Program section allow part-time employees to participate.

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 as presented.
2. Revise the ordinance and adopt.
3. Deny adoption of the ordinance, which will keep the handbook sections unchanged.

Attachments: [Ord. 2024-09](#)
[Addendum 34](#)

ORDINANCE NO. 2024-09

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 1-70-020 EMPLOYEE WELLNESS AND 1-50-039 PURCHASE DAY PROGRAM; 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:

SECTION 1. In General

The Flagstaff City Code, Chapter 1-14, Personnel System, is hereby amended by adopting the amendments contained in Addendum 34 to the Employee Handbook of Regulations ("Handbook"), as follows.

SECTION 2. Amendments to Employee Handbook of Regulations, 1-70-020 Employee Wellness

The Employee Handbook of Regulations, 1-70-020 Employee Wellness, is hereby amended as shown below (additions are underlined, deletions are stricken):

1-70-020. EMPLOYEE WELLNESS

THE CITY OF FLAGSTAFF OFFERS A COMPREHENSIVE WELLNESS PROGRAM THAT IS CONTINUOUSLY EVOLVING TO MEET EMPLOYEE NEEDS. TO LEARN MORE ABOUT EMPLOYEE WELLNESS BENEFITS, VISIT THE HEALTH AND WELLNESS PAGE OF THE HUMAN RESOURCES WEBSITE.

~~A. EMPLOYEE ASSISTANCE PROGRAM~~

~~An Employee Assistance Program is available to all tenure eligible, tenure granted and exempt employees. Six sessions per calendar year may be used for employee and eligible dependents, a domestic partner and his/her eligible dependent (s). Additional sessions may be covered through the group medical coverage. The City Manager, or designee, can limit or extend the number of sessions as needed.~~

~~B. ANNUAL WELLNESS ASSESSMENT~~

~~The City coordinates a complete wellness assessment at no cost to all tenure eligible, tenure granted and exempt employees who are enrolled with the City group medical coverage. The assessment is also available to eligible dependents, a domestic partner and his/her eligible dependent (s) that are enrolled with the City group medical coverage.~~

~~C. FLU SHOTS~~

~~The City coordinates flu shots for employees, eligible dependents, a domestic partner and his/her eligible dependents (s) that are enrolled with the City group medical coverage.~~

~~D. MOBILE ON-SITE MAMMOGRAPHY~~

~~A mobile on-site mammography screening is coordinated annually at no cost for employees who are enrolled with the City group medical coverage. Women over the age of 40 or men/women of high risk with a doctor's referral are eligible.~~

~~E. REPETITIVE MOTION THERAPY~~

~~Repetitive Motion Therapy is offered to employees in an effort to prevent repetitive motion injuries. The services consist of 15-minute free professional upper body massage therapy, compression, acupressure, repetitive use injury therapy and assisted stretches for back, shoulders, neck, arms and hands.~~

~~F. TOBACCO CESSATION PROGRAM~~

~~The City provides a tobacco cessation program and will reimburse for a cessation program, products and related assistance. The reimbursement is offered up to 3 attempts. Refer to the City Employee Directive 4-082 Tobacco Cessation Reimbursement for specific information on the program.~~

SECTION 3. Amendments to Employee Handbook of Regulations, 1-50-039 Purchase Day Program

The Employee Handbook of Regulations, 1-50-039 Purchase Day Program, is hereby amended as shown below (additions are underlined>, deletions are stricken):

1-50-039. PURCHASE DAY PROGRAM

Benefit Eligible Employees may purchase additional paid time off by participating in the purchase day program.

A. DEFINITIONS

“Purchase Days” are paid time off the employee may purchase through a pre-tax payroll deduction. A Purchase Day is equal to one (1) Working Day.

B. ELIGIBILITY

1. A ~~full-time~~ Benefit Eligible Employee may purchase up to ten (10) Purchase Days per fiscal year after completing six (6) months of continuous service, if a timely request is submitted.

2. Employees may not purchase partial Purchase Days.
3. Employees may use Purchase Days in fifteen (15) minute increments.

C. PROCEDURE

1. Employees must submit a request to participate during the annual open enrollment period in order to be eligible to participate the following fiscal year. Employees must re-elect each fiscal year to participate in the purchase day program.
2. The Benefit Eligible Employee may request to participate in the purchase day program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee and City Manager or designee.
3. Human Resources will notify the employee of the final approval and the cost of the paid time off the employee wishes to purchase. The cost is based on the employee's current hourly rate of pay times the number of Purchase Days at the time of the request. The total purchase amount is then divided by twenty-four (24) pay periods over the fiscal year.
 - a. In the event the employee's salary or hourly rate changes during the fiscal year, the cost of the Purchase Days shall not be adjusted.
 - b. The cost may not jeopardize an employee's minimum wage earnings.
4. The deductions will be pre-tax from the employee's paycheck per Section 125 under the Internal Revenue Service code.
 - a. The pre-tax election may not be changed during the fiscal year.
 - b. The employee must use all accrued vacation leave prior to being eligible to use any Purchase Day(s).
 - c. When the Purchase Day (or approved increments) are used, the cost will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.
5. Purchase Days must be used within the fiscal year by June 30th or they will be forfeited.
6. Employees wishing to utilize Purchase Days must request and obtain approval in advance. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program, and may deny use of Purchase Days if not requested sufficient time in advance.
7. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's Purchase Day leave through the City's payroll procedures.
8. Purchase Days are paid at the employee's regular pay rate excluding any type of additional pay.

D. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees who leave City service will receive a refund for any Purchase Days not used, which will be reflected as income in the employee’s paycheck and subject to applicable withholdings and deductions.
2. Employees who leave City service and who have used Purchase Days not yet paid for will pay for the amount owed from their last paycheck. The last paycheck will show the cost deducted. Any balance not deducted from the employee’s last paycheck will be paid to the City within six (6) months after leaving the City’s employment. After six (6) months, any unpaid balances will be forwarded to collection and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

~~Form(s): Purchase Day Program Request Form~~

SECTION 4. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 5. 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 6. 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 7. 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 16th day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM 34 Employee Wellness and Purchase Day Program

1-70-020. EMPLOYEE WELLNESS

The City of Flagstaff offers a comprehensive wellness program that is continuously evolving to meet employee needs. To learn more about Employee Wellness Benefits, visit the Health and Wellness page of the Human Resources Website.

1-50-039. PURCHASE DAY PROGRAM

Benefit Eligible Employees may purchase additional paid time off by participating in the purchase day program.

A. DEFINITIONS

“Purchase Days” are paid time off the employee may purchase through a pre-tax payroll deduction. A Purchase Day is equal to one (1) Working Day.

B. ELIGIBILITY

1. A Benefit Eligible Employee may purchase up to ten (10) Purchase Days per fiscal year after completing six (6) months of continuous service, if a timely request is submitted.
2. Employees may not purchase partial Purchase Days.
3. Employees may use Purchase Days in fifteen (15) minute increments.

C. PROCEDURE

1. Employees must submit a request to participate during the annual open enrollment period in order to be eligible to participate the following fiscal year. Employees must re-elect each fiscal year to participate in the purchase day program.
2. The Benefit Eligible Employee may request to participate in the purchase day program by submitting a Purchase Day Program Request form to the employee’s immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee and City Manager or designee.
3. Human Resources will notify the employee of the final approval and the cost of the paid time off the employee wishes to purchase. The cost is based on the employee’s current hourly rate of pay times the number of Purchase Days at the time of the request. The total purchase amount is then divided by twenty-four (24) pay periods over the fiscal year.
 - a. In the event the employee’s salary or hourly rate changes during the fiscal year, the cost of the Purchase Days shall not be adjusted.
 - b. The cost may not jeopardize an employee’s minimum wage earnings.
4. The deductions will be pre-tax from the employee’s paycheck per Section 125 under the Internal Revenue Service code.

ADDENDUM 34 Employee Wellness and Purchase Day Program

- a. The pre-tax election may not be changed during the fiscal year.
 - b. The employee must use all accrued vacation leave prior to being eligible to use any Purchase Day(s).
 - c. When the Purchase Day (or approved increments) are used, the cost will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.
5. Purchase Days must be used within the fiscal year by June 30th or they will be forfeited.
 6. Employees wishing to utilize Purchase Days must request and obtain approval in advance. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program, and may deny use of Purchase Days if not requested sufficient time in advance.
1. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's Purchase Day leave through the City's payroll procedures.
 2. Purchase Days are paid at the employee's regular pay rate excluding any type of additional pay.

D. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees who leave City service will receive a refund for any Purchase Days not used, which will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.
2. Employees who leave City service and who have used Purchase Days not yet paid for will pay for the amount owed from their last paycheck. The last paycheck will show the cost deducted. Any balance not deducted from the employee's last paycheck will be paid to the City within six (6) months after leaving the City's employment. After six (6) months, any unpaid balances will be forwarded to collection and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

(Ord. No. 2013-09, Amended, 05/07/13); (Ord. No. 2019-10, Amended 07/02/19)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Caputo, Human Resources Manager
Co-Submitter: Jessica Vigorito
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-11: An ordinance of the City Council of the City of Flagstaff amending Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0006, Employee Advisory Committee, Subsection 1-14-001-0006.1, Definitions, and the Employee Handbook of Regulations, Section 1-10-070, Employee Advisory Committee; providing for repeal of conflicting ordinances; severability; authority for clerical corrections; and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 2, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-11 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-11 by title only (if approved above)

At the April 16, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-11 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-11 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-11

Executive Summary:

The proposed amendments to subsection 1-14-001-0006.1 update EAC membership definitions to allow part-time employees and non-managerial employees who work in Human Resources to serve on the EAC.

Financial Impact:

There is no financial impact to the City.

Policy Impact:

Amending 1-14-001-0006.1 Definitions will allow part-time employees and non-managerial employees who work in Human Resources to serve on the EAC.

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. Revise the ordinance and adopt.
3. Deny adoption of the ordinance and make no changes.

Attachments: Ord. 2024-11

Addendum 35

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, SECTION 1-14-001-0006, EMPLOYEE ADVISORY COMMITTEE, SUBSECTION 1-14-001-0006.1, DEFINITIONS, AND THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-10-070, EMPLOYEE ADVISORY COMMITTEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AUTHORITY FOR CLERICAL CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagstaff City Code section 1-14-001-0006 establishes the City's Employee Advisory Committee (EAC); and

WHEREAS, the purpose of the EAC is to foster ongoing employee-employer relations by providing a process and forum for employees to recommend changes to the City Manager concerning employment-related policies and procedures, safety, compensation, and benefits; and

WHEREAS, the proposed amendments to subsection 1-14-001-0006.1 will allow part-time employees and non-managerial employees who work in Human Resources to serve on the EAC; and

WHEREAS, the City Code sections pertaining to the EAC are copied into section 1-10-070 of the Employee Handbook of Regulations; thus, any amendments to the EAC sections in the Code will also amend section 1-10-070 of the Employee Handbook of Regulations; and

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; and

WHEREAS, the proposed amendments have been reviewed by the EAC, and the EAC has recommended approval of these amendments.

ENACTMENTS:

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

Section 1: In General,

The Flagstaff City Code, Chapter 1-14, *Personnel System*, Section 1-14-001-0006, Employee Advisory Committee, Subsection 1-14-001-0006.1, Definitions, is hereby amended as shown below (additions are underlined and in caps, deletions are stricken). These amendments will also amend Section 1-10-070 of the Employee Handbook of Regulations, which mirrors the amended sections.

1-14-001-0006.1 Definitions

- A. "Regular Member" is an eligible employee elected to serve on behalf of that employee's respective group.
- B. "Alternate Member" is an eligible employee elected to serve on the EAC when the Regular Member is unable to attend.
- C. "Eligible Employee" is defined as any full time OR PART-TIME tenured or exempt employee not identified as an "Ineligible Employee."
- D. "Ineligible Employee" is defined as any employee appointed, or Deputy City Managers, Division Directors, Section Heads, Human Resources MANAGERS, probationary, or temporary employees.

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 16th day of April 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM 35 EAC Definitions

1-14-001-0006.1 Definitions

C. "Eligible employee" is defined as any full-time or part-time tenured or exempt employee not identified as an "ineligible employee."

D. "Ineligible employee" is defined as any employee directly appointed by the City Council, or Deputy City Managers, Division Directors, Section Heads, Human Resources Managers, probationary, or temporary employees. (Ord. 2010-33, Amended, 11/09/2010; Ord. 2014-32, Amended, 01/06/2015)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Chris Fennell, Deputy Fire Chief
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-13: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement for clinical practicum and or externship/internship education between Coconino Community College district and the city of Flagstaff Fire Department

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-13 by title only
2. City Clerk reads Resolution No. 2024-13 by title only (if approved above)
3. Adopt Resolution No. 2024-13

Executive Summary:

This intergovernmental agreement signifies a collaborative partnership between Coconino Community College (CCC) and the City of Flagstaff Fire Department (CFFD) to facilitate an essential component of the paramedic and EMT training program. This agreement builds upon a successful existing arrangement, previously held with Northern Arizona Healthcare, and is vital for the continued success of the program recently transferred to Coconino Community College.

Under this agreement, paramedic and EMT students enrolled at Coconino Community College will gain invaluable practical experience through vehicular time provided by the City of Flagstaff Fire Department. These hands-on opportunities are integral to the students' education, as they fulfill mandatory hours required for the program and allow students to acquire crucial skills in a real-world setting.

Financial Impact:

No financial impact

Policy Impact:

No policy impact

Previous Council Decision or Community Discussion:

Previous service provided by Northern Arizona Healthcare, program transferred to Coconino Community College to continue service

Options and Alternatives to Recommended Action:

Approve the proposed IGA
Amend the proposed IGA
Disapprove the IGA

Background and History:

The agreement between the City of Flagstaff Fire Department and Northern Arizona Healthcare (NAH) has been in place for over 20 years. The Paramedic Education Academy recently transferred from NAH to CCC

where it will be housed from now on. The majority of paramedics at FFD and in the Flagstaff area are graduates of the local Paramedic Education Academy.

Connection to PBB Priorities and Objectives:

High Performing Governance: Serve the public by providing high quality customer service. Be an inclusive employer of choice by providing employees with the necessary tools, training, support, and compensation
Safe and Healthy Community: Enhance community engagement and strengthen relationships between the community and public safety services. Provide public safety services with resources, staff, and training responsive to the community's needs.

Inclusive and Engaged Community: Enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust

Connection to Regional Plan:

Not Applicable

Connection to Carbon Neutrality Plan:

Not Applicable

Connection to 10-Year Housing Plan:

Not Applicable

Connection to Division Specific Plan:

Coconino Community College brings a commitment to excellence in healthcare education, while the City of Flagstaff Fire Department contributes its extensive experience in emergency services and a commitment to fostering the next generation of emergency responders. By providing students with access to vehicular time within the fire department, the program ensures that graduates are well-prepared for the challenges of emergency medical services in our community.

Attachments: [Res. 2024-13](#)

[CCC IGA](#)

RESOLUTION NO. 2024-13

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COMMUNITY COLLEGE DISTRICT AND THE CITY OF FLAGSTAFF FIRE DEPARTMENT FOR CLINICAL PRACTICUM AND/OR EXTERNSHIP/INTERNSHIP EDUCATION

RECITALS:

WHEREAS, the parties agree they have a mutual interest in providing quality clinical practicum and/or externship/internship educational experiences to select students of the College;

WHEREAS, Coconino Community College and the City of Flagstaff Fire Department seek to establish a relationship between the Parties to allow students from the College to participate in a clinical practicum and/or externship/internship education with the Flagstaff Fire Department;

WHEREAS, the City Council as read and considered the staff summary and proposed Intergovernmental Agreement and finds it is in the best interest of the City to enter into the Agreement.

ENACTMENTS:

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

SECTION 1: In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino Community College District and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2: Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA



COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

**AGREEMENT FOR CLINICAL PRACTICUM AND/OR
EXTERNSHIP/ INTERNSHIP EDUCATION (“Agreement”)**

This Agreement is entered into by and between **Coconino County Community College District** (“College”) principally located in Flagstaff, AZ and **Flagstaff Fire Department** (“Facility”) principally located in **Flagstaff, Arizona**.

This Agreement shall be in effect for five (5) years unless a lesser time-period is stated herein. The effective date of this Agreement will be **August 15, 2023** and will end on **August 15, 2028**, and may be renewed, revised, or modified by a written addendum signed by both parties. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, to the other party, except that any student already assigned to and accepted by the Facility shall be allowed to complete any in-progress clinical practicum and/or externship/internship education at the Facility (if feasible), provided, however, the parties retain the right to dismiss or withdraw any student pursuant to Section II. E. or Section III. F.

The purpose of this Agreement is to establish a relationship between the College and the Facility, to allow students from the College to participate in a clinical practicum and/or externship/internship education approved by the College and conducted at the Facility’s site(s).

It is agreed by the parties to be of mutual interest and advantage for selected students of the College to be provided quality clinical practicum and/or externship/internship education experiences at the Facility.

I. MUTUAL RESPONSIBILITIES

- A. College and Facility shall each designate a Clinical Education Coordinator (“CEC”) to be the designated representative to the other party for implementation of this Agreement and agree to notify the other party within fourteen (14) days of any change in its designated representative.
- B. The number of students assigned to the Facility and the dates of rotation shall be mutually agreed upon and shall be subject to the availability of the Facility’s personnel for teaching and supervision. The objectives, nature, and timeframe of the experiences shall be individually arranged and approved by the CECs for the Facility and the College.

- C. If Facility is a Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”) each as amended from time to time, then students shall function as part of the Facility’s “workforce” as defined in 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. Facility shall be responsible for providing the assigned students with the appropriate training in its HIPAA policies and procedures. College shall ensure that the assigned students are familiar with HIPAA prior to the assignment to the Facility. College and Facility shall advise the students to protect the confidentiality of protected health information or other confidential information pertaining to all patient/client/customer information (including medical records, electronic data, radiology films, laboratory blocks, slides and billing information), and comply with all of Facility’s policies on the release of patient/client/customer information and all applicable federal and state laws and regulations protecting the confidentiality of patients’/clients’/customers’ records.
- D. Except as previously set forth, no provision of this Agreement shall be deemed to constitute College, or any agent or employee of College, as an agent or employee of Facility. Neither College nor Facility personnel, by virtue of this Agreement, are entitled or eligible by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either party to its employees. The College and Facility do not consider a student an employee of the Facility or College for workers’ compensation purposes, but solely as a student in the clinical practicum and/or externship/internship education phase of the student’s educational and professional development.
- E. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- F. The policies, rules, and regulations of the Facility shall be applicable to the students. Facility shall inform students of its policies, rules, and regulations at the initiation of the clinical practicum and/or externship/internship education. College shall inform its students of their responsibility to comply with the laws, as well as the policies, rules, and regulations of Facility.
- G. Neither the Facility nor the College shall use the name of the other party or its employees in any publicity or advertising material without prior written approval by a duly authorized representative of the other party.

II. **COLLEGE RESPONSIBILITIES**

The College shall:

- A. Give Facility at least thirty (30) days notice of a student assignment unless this notice is specifically waived by the Facility by agreeing to this at less than thirty (30) days.
- B. Reserve the right to revoke any assignment prior to a student's entry into the clinical practicum and/or externship/internship education at the Facility.
- C. Forward to the Facility a summary of the student's training and experience which shall include but is not limited to information on the student's general education and academic standing.
- D. Contact or visit the Facility for the purpose of monitoring student progress and performance and facilitating information exchange between the College, Facility, and the student.
- E. Reserve the right to dismiss or withdraw any student from assigned clinical practicum and/or externship/internship education at the Facility when, in the College's CEC's judgment, the clinical practicum and/or externship/internship education no longer meets the needs of the student.
- F. Provide professional liability through the Arizona Department of Administration Risk Management Division to cover liabilities arising from the acts and omissions of the College's employees and students participating in this Agreement. If requested, upon full execution of this Agreement, a self-insurance letter or certificate of insurance will be furnished to the Facility indicating the effective coverage.
- G. Provide Facility with a statement of expectations and objectives of curricular and clinical education, upon request.
- H. Ensure that students review and understand their responsibilities under this Agreement as outlined in Appendix A.
- I. If requested by Facility prior to placement of any student, the College's CEC shall verify that the student has (i) successfully passed a criminal background check; and (ii) meet all immunization requirements of the Facility.

III. **FACILITY RESPONSIBILITIES**

The Facility shall:

- A. Provide clinical practicum and/or externship/internship education experiences as stated in the objectives of the College and Facility and provide supervision appropriate to the academic and clinical level of the assigned student.
- B. Provide appropriate orientation and information regarding the policies, rules, and regulations of the Facility to incoming students.

- C. Make available the physical facilities and other equipment necessary to support the clinical practicum and/or externship/internship education.
- D. Retain primary responsibility for its patients/clients/customers.
- E. Complete forms requested by the College, such as but not limited to general information form or student evaluation report.
- F. Request the College to dismiss or withdraw a student from assigned clinical practicum and/or externship/internship education when the student's performance is unsatisfactory or the student's behavior is disruptive or detrimental to the Facility and/or violates the Code of Ethics of the discipline, or Facility regulations, policies or procedures.
- G. Provide and/or facilitate emergency care for students if needed, and the student intern shall be responsible for the cost of said emergency care.
- H. Acknowledge the risk of the spread of COVID-19 in the workplace and implement enhanced health and safety measures, in accordance with guidelines from the U.S. Centers for Disease Control and Prevention, and of other regulatory institutions, in response to the COVID-19 pandemic. The Facility shall ensure that such health and safety measures are afforded to, and provided for, all students assigned to the Facility.

IV. MISCELLANEOUS

- A. Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three (3) days after mailing, by United States registered or certified mail, postage prepaid, and addressed as follows:

To Facility:

Primary Affiliate Legal Name
Primary Affiliate Contact Name
Primary Affiliate Address
Primary Affiliate City, Primary Affiliate State Primary Affiliate Zip Code
Phone: Primary Affiliate Contact Phone
Email: Primary Affiliate Contact Email

To College: Coconino Community College

Paramedic Academy
2800 S. Lone Tree Rd.
Flagstaff, AZ, 86005
928-526-7673
ccc2EMS@coconino.edu

with a copy to:

Coconino Community College
Purchasing and Auxiliary Services
2800 S. Lone Tree Road
Flagstaff, AZ 86005
Phone: (928) 226-4283
Email: purchasing@coconino.edu

- B. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by College, or the Auditor General of the State of Arizona, or their agents for five (5) years after the completion of this Agreement. Such records shall be provided at Coconino County Community College District, Flagstaff, Arizona, or such other location as designated by College, upon reasonable notice to Facility.
- C. To the extent required by Arizona Revised Statutes (“A.R.S.”) § 35-394, Facility certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People’s Republic of China. If Facility becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify College within five (5) business days of becoming aware of the noncompliance.
- D. College is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to A.R.S. §41-621, *et seq.* and shall maintain adequate insurance to cover any liability arising from the acts and omissions of College’s agents, employees, and students, arising out of the performance of this Agreement. College shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of Facility’s employees or agents. Facility shall maintain adequate insurance to cover any liability arising from the acts and omissions of Facility’s employees or agents arising out of the performance of this Agreement. Facility shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of employees of College.
- E. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511. Facility certifies that no such conflict of interest currently exists and that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflicts of interest.
- F. Pursuant to A.R.S. §12-1518, the parties acknowledge and agree that both parties may be required to make use of mandatory arbitration of any legal action

that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.

- G. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (“FERPA”). Facility will not require any College students or employees to waive any privacy rights (including FERPA or the European Union’s General Data Protection Regulation (“GDPR”)) as a condition for receipt of any educational services, and any attempt to do so will be void. Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by law. If this Agreement requires or permits Facility to access or release any student records, then, for the purposes of this Agreement only, the College designates Facility as a “school official” for the College under FERPA, as that term is used in FERPA.
- H. Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the student clinical practicum and/or externship/internship education contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without prior written authorization from the other party.
- I. The Facility acknowledges that College is a public entity subject to the provisions of the Arizona Public Record Laws A.R.S. §§ 39-121, *et seq.*
- J. If the College's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the College may provide written notice of this to the Facility and cancel this Agreement without further obligation of the College. Appropriation is a legislative act and is beyond the control of the College.
- K. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent (“force majeure event”), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.

- L. Each party to this Agreement shall be responsible for each party's own costs for performance of its respective obligations. The parties do not currently anticipate the need for a budget but will create one should the need arise.
- M. In the event that any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining parts or provisions of this Agreement which shall continue in full force and effect.
- N. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter.
- O. This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.
- P. Neither party shall assign this Agreement without the prior written consent of the other party.

The undersigned have read the foregoing Agreement and, as authorized signatories of the undersigned respective entities, hereby agree to be bound by it.

Facility: Primary Affiliate Legal Name

College: Coconino County Community
College District

Signature		Date		Signature		Date
Printed Name/Title				Printed Name/Title		

APPENDIX A

STUDENT RESPONSIBILITY STATEMENT

This acknowledgment is made by the student identified below to acknowledge certain duties and responsibilities with regard to participation in a clinical practicum and/or externship/internship education experience in the Arizona Board of Regents for and on behalf of Coconino County Community College District (“College”) program at the location where the clinical practicum and/or externship/internship education experience takes place (“Facility”).

DUTIES AND RESPONSIBILITIES OF STUDENT

1. The student will complete and be responsible for the cost of providing all health forms, health insurance, and certificates requested by the Facility.
2. The student will comply with all applicable policies, procedures, and rules of the Facility.
3. The student will participate in orientation, required mandatory education, and skill training as required by the Facility.
4. The student will demonstrate professional behavior appropriate to the environment, including adhering to Facility’s established dress code and maintaining high standards of patient/client/customer care at all times.
5. The student will follow the policies, rules, and regulations of Facility, including those regarding confidentiality of protected health information or other confidential information pertaining to patient/client/customer records.
6. The student’s conduct at all times, both at the Facility and outside normal business hours, will be in a personally and professionally ethical manner.
7. The student will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the clinical practicum and/or externship/internship education experience.
8. The student understands and agrees that participation will be as a student and shall not be considered an employee of Facility or College for any purpose and will receive no compensation or employee benefits.
9. The student agrees that College may share information received from the student's Criminal Background Check and Drug Testing with Facility, if applicable.
10. The student will conform to the work schedule of Facility and make up time and work missed during unavoidable illnesses, in consultation with Facility supervisor and student’s College placement coordinator, clinical education coordinator, or clinical instructor.
11. The student will obtain prior written approval from College and Facility before publishing or presenting any material relating to the clinical practicum and/or externship/internship education experience outside the normal educational settings of the College.
12. The student acknowledges the inherent risk of exposure to COVID-19 which exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By participating in the program, the student assumes all risks related to exposure to COVID-19.

I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Student Name: _____
(Please type or print)

Student Signature

Date

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Paul Oltrogge, Wildland Fire Manager
Co-Submitter: Mark Gaillard
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-16: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement: Cooperative Fire Rate Agreement (CFRA) with the Arizona Department of Forestry and Fire Management.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-16 by title only
2. City Clerk reads Resolution No. 2024-16 by title only (if approved above)
3. Adopt Resolution No. 2024-16

Executive Summary:

The Cooperative Fire Rate Agreement (CFRA) is a recurring agreement between the State and any/all Fire Departments in AZ, and is renewed every two years. The Agreement is the basis for reimbursements to Fire Departments when any Department is requested by the State to assist in an emergency fire response outside their own jurisdiction. The Agreement contains a set of General Provisions describing standards and processes, equipment rates for vehicles, apparatus, and other specialty equipment. The City has participated in this effort, and has had a CFRA in-place since the early 1980's. The last agreement was in March 2022, making spring 2024 as the renewal date for all CFRA's statewide.

Financial Impact:

The CFRA allows full reimbursement to the City for any-and-all costs associated with requested equipment, to include all personnel costs for those engaged in the operation/use of that equipment, including any required backfill/recall. Acceptance of emergency assignments is cost-neutral to allocated budgets. Costs are tracked and monitored through a digital billing/invoicing system that DFFM manages. Reimbursements are guaranteed through this system and outlined within the 2024 Annual Operating Plan (Attached).

Policy Impact:

Public Safety: Involvement with the State through the CFRA allows Fire Department personnel and other qualified city employees to work in a dynamic and fluid interagency environment, developing relationships, practicing skills, attaining qualifications and gaining experience. All at no-cost, that better positions us to respond to, manage, and recover from emergency events when they occur here at-home. Wildfire impacts will always be a reality for the greater Flagstaff area, having a current CFRA is a vital step and accepting and sharing necessary resources during emerging and long term wildland fire incidents.

Previous Council Decision or Community Discussion:

The CFRA has been in place as a best practice for resource ordering, mutual aid requests, and wildland fire cost recovery for 20+ years. Previous City Councils have approved the CFRA every two years since the state first initiated this process. The last renewal/approval was in March 2022. After the agreement in 2024, the next will be slated to occur in 2029. As the systems become digitized and allow for real time additions and

adjustments, the need to renew every 2 years is not reasonable.

Options and Alternatives to Recommended Action:

There are no financial and cost recovery alternatives for the CFRA. Adoption of the resolution maintains our ability to maintain cost neutrality by invoicing for our personnel and equipment expenses.

Background and History:

The CFRA is a standard State-wide Agreement for any Fire Department/Fire District that elects to participate. The City has been involved in this effort since the 1980's. In addition to full-cost recovery, relationship establishment and enhancement, and free training and skill development, it also provides a mechanism whereby we can more easily request outside assistance if/when we experience a serious wildfire within the community.

Connection to PBB Priorities and Objectives:

Provide public safety services with resources, staff, and training responsive to the community's needs.

Connection to Regional Plan:

All environmental priorities listed within the regional plan, mainly the protection/improvement of air quality, water source and ecosystem protection, and protecting all city and adjacent open space are supported through agreements like the CFRA. Recovering costs and training personnel greatly expands wildland fire management's ability to participate in an integrated regional planning effort.

Connection to Carbon Neutrality Plan:

Protecting and maintaining natural resources, and decreasing vulnerabilities through planning and response are key tenants of fire department support of the CNP. Further experience through training and inter-agency engagement remains cost neutral with a current CFRA.

Connection to 10-Year Housing Plan:

Not applicable.

Connection to Division Specific Plan:

Service level demands, personnel growth and training, and annual capital planning are all aligned with the current CFRA agreement.

Attachments: [Res. 2024-16](#)
 [Acceptable Rates](#)
 [Annual Operating Plan](#)

RESOLUTION NO. 2024-16

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE 2024 COOPERATIVE FIRE RATE AGREEMENT (CFRA) INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT AND THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, the PARTIES desire to enter into the 2024 CFRA to further emergency response, training and skills development; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, the CFRA is designed to facilitate use of Fire Department/City of Flagstaff personnel and equipment during emergency response efforts outside the City, to include full-cost recovery by the City for personnel/equipment utilized during those events.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the 2024 Cooperative Fire Rate Agreement Intergovernmental Agreement between the AZ Department of Forestry & Fire Management (DFFM) and the City of Flagstaff, Arizona, attached hereto ("CFRA"), which shall become effective the date signed by the DFFM representative.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of April 2024.

MAYOR

ATTEST:

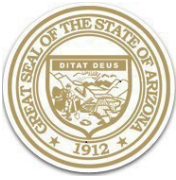
CITY CLERK

APPROVED AS TO FORM:

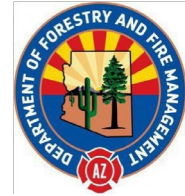
CITY ATTORNEY

Exhibits:

2024 Cooperative Fire Rate Agreement Intergovernmental Agreement



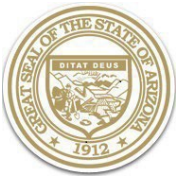
**Arizona Department of Forestry and Fire Management
Appendix A: CFRA Acceptable Equipment Rates
Effective 4/1/2024**



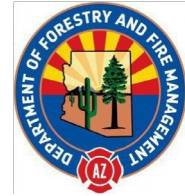
NWCG ENGINES

EQUIPMENT TYPE	MINIMUM PUMP CAPACITY	MINIMUM TANK CAPACITY	HOURLY BASE RATE
TYPE 1 ENGINE	1000 GPM @ 150 PSI	300 GALLONS	\$159.00
TYPE 2 ENGINE	500 GPM @ 150 PSI	300 GALLONS	\$145.00
TYPE 3 ENGINE	150 GPM @ 250 PSI	500 GALLONS	\$145.00
TYPE 4 ENGINE	50 GPM @ 100 PSI	750 GALLONS	\$114.00
TYPE 5 ENGINE	50 GPM @ 100 PSI	400 GALLONS	\$114.00
TYPE 6 ENGINE	50 GPM @ 100 PSI	150 GALLONS	\$98.00
TYPE 7 ENGINE	10 GPM @ 100 PSI	50 GALLONS	\$87.00
DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FEPP APPARATUS RATES			
TYPE 1 ENGINE	1000 GPM @ 150 PSI	300 GALLONS	\$85.00
TYPE 2 ENGINE	500 GPM @ 150 PSI	300 GALLONS	\$85.00
TYPE 3 ENGINE	150 GPM @ 250 PSI	500 GALLONS	\$85.00
TYPE 4 ENGINE	50 GPM @ 100 PSI	750 GALLONS	\$85.00
TYPE 5 ENGINE	50 GPM @ 100 PSI	400 GALLONS	\$85.00
TYPE 6 ENGINE	50 GPM @ 100 PSI	150 GALLONS	\$47.00

*Equipment 20 years of age and greater use FEPP Apparatus Rates



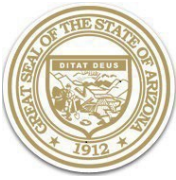
**Arizona Department of Forestry and Fire Management
Appendix A: CFRA Acceptable Equipment Rates
Effective 4/1/2024**



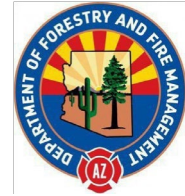
NWCG WATER TENDERS

EQUIPMENT TYPE	MINIMUM PUMP CAPACITY	MINIMUM TANK CAPACITY	HOURLY BASE RATE
TYPE 1 SUPPORT	300 GPM @ 50 PSI	4000	\$144.00
TYPE 2 SUPPORT	200 GPM @ 50 PSI	2500	\$130.00
TYPE 3 SUPPORT	200 GPM @ 50 PSI	1000	\$98.00
TYPE 1 TACTICAL	250 GPM @ 150 PSI	2000	\$144.00
TYPE 2 TACTICAL	250 GPM @ 150 PSI	1000	\$114.00
DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FEPP APPARATUS RATES			
TYPE 1 SUPPORT	300 GPM @ 50 PSI	4000	\$85.00
TYPE2 SUPPORT	200 GPM @ 50 PSI	2500	\$85.00
TYPE 3 SUPPORT	200 GPM @ 50 PSI	1000	\$85.00
TYPE 1 TACTICAL	250 GPM @ 150 PSI	2000	\$85.00
TYPE 2 TACTICAL	250 GPM @ 150 PSI	1000	\$85.00

*Equipment 20 years of age and greater use FEPP Apparatus Rates

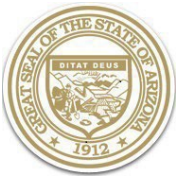


Arizona Department of Forestry and Fire Management
Appendix A: CFRA Acceptable Equipment Rates
Effective 4/1/2024



NWCG EMERGENCY MEDICAL SERVICE EQUIPMENT

EQUIPMENT TYPE	BASE HOURLY/DAILY RATE	COMMENTS
AMBULANCE TYPE 1	\$69.00/Hr	ALS AMBULANCE, HAZMAT STAFFING of 2 (1 EMTP & 1 EMTB or higher). Staffing may be requested to be Fireline Capable.
AMBULANCE TYPE 2	\$64.00/Hr	ALS AMBULANCE, NON-HAZMAT STAFFING of 2 (1 EMTP & 1 EMTB or higher). Staffing may be requested to be Fireline Capable.
AMBULANCE TYPE 3	\$64.00/Hr	BLS AMBULANCE, HAZMAT STAFFING of 2 (1 EMTB & 1 1st Responder or higher). Staffing may be requested to be Fireline Capable.
AMBULANCE TYPE 4	\$51.00/Hr	BLS AMBULANCE, NON-HAZMAT STAFFING of 2 (1 EMTB & 1 1st Responder or higher). Staffing may be requested to be Fireline Capable.
ALS KIT	\$215.00/Day	EQUIPMENT MUST BE FIRELINE PORTABLE AND UNDER 45 LBS
BLS KIT	\$150.00/Day	EQUIPMENT MUST BE FIRELINE PORTABLE AND UNDER 45 LBS
FIRELINE MEDICAL TEAM	W/UTV \$850.00/Day WO/UTV \$736.00/Day .655/ mile 4 x 4	ALS, FIRELINE CAPABLE INCLUDES 4X4 VEHICLE, ALS KIT, BLS KIT , UTV OPTIONAL MINIMUM STAFFING of 2 (1 EMPF & 1 EMTF or higher, Kit(s) reflect staffing qualifications.)
REM TEAM	W/UTV \$1656.00/Day WO/UTV \$1490.00/Day .655/ mile 4 x 4	ALS, FIRELINE CAPABLE INCLUDES 4X4 VEHICLE, ALS KIT, BLS KIT, EXTRACTION KIT, UTV OPTIONAL MINIMUM STAFFING of 4 (1 EMPF & 3 EMTF or higher, Kit(s) reflect staffing qualifications.)



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LIGHT DUTY VEHICLES

VEHICLE TYPE	DAILY RATE	COMMENTS
COMPACT PICKUP	\$125.00/ Day .655/Mile	
½ TON PICKUP	\$150.00/ Day .655/Mile	INCLUDES SERVICE BODY STYLES
¾ TON PICKUP	\$196.00/ Day .655/Mile	INCLUDES SERVICE BODY STYLES
1 TON PICKUP	\$219.00 / Day .655/Mile	INCLUDES SERVICE BODY STYLES
COMPACT SUV	\$144.00 / Day .655/Mile	
½ TON SUV	\$156.00 / Day .655/Mile	
¾ TON SUV	\$187.00 / Day .655/Mile	
7 PASSENGER VAN	\$128.00/ Day .655/Mile	MINIVAN
8 PASSENGER VAN	\$165.00 / Day .655/Mile	FULL-SIZE
12-15 PASSENGER VAN	\$189.00/ Day .655/Mile	FULL-SIZE
ATV REGULAR	\$200.00/ Day	
UTV LARGE	\$300.00/ Day	



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MEDIUM DUTY VEHICLES

VEHICLE TYPE	DAILY RATE	COMMENTS
TRUCK - 1 ½ TON	\$200.00/Day .655/Mile	4X4 OR 4X2, INCLUDES STAKE-BED AND SERVICE BODY STYLES
TRUCK - 2 TON	\$219.00/ Day .655/Mile	4X4 OR 4X2, INCLUDES STAKE-BED AND SERVICE BODY STYLES
TRUCK - 2 ½ TON	\$237.00/ Day .655/Mile	4X4 OR 4X2, INCLUDES STAKE-BED AND SERVICE BODY STYLES



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WATER HANDLING EQUIPMENT

EQUIPMENT TYPE	TYPE	DAILY RATE	COMMENTS
PORTABLE TANK <1000 GALLONS	PUMPKIN FOLDING	\$100.00 \$75.00	PERSONNEL/VEHICLE COSTS TO SET-UP/TAKE DOWN/MOVE TANK NOT INCLUDED
PORTABLE TANK 1- 2999K GALLONS	PUMPKIN FOLDING	\$125.00 \$100.00	PERSONNEL/VEHICLE COSTS TO SET-UP/TAKE DOWN/MOVE TANK NOT INCLUDED
PORTABLE TANK 3- 4999K GALLONS	PUMPKIN FOLDING	\$150.00 \$125.00	PERSONNEL/VEHICLE COSTS TO SET-UP/TAKE DOWN/MOVE TANK NOT INCLUDED
PORTABLE TANK >5000 GALLONS	PUMPKIN FOLDING	\$200.00 \$175.00	PERSONNEL/VEHICLE COSTS TO SET-UP/TAKE DOWN/MOVE TANK NOT INCLUDED
PORTABLE PUMP MARK 3	N/A	\$64.00	FUEL AND OIL PROVIDED BY INCIDENT
PORTABLE PUMP MINI MARK	N/A	\$64.00	FUEL AND OIL PROVIDED BY INCIDENT
PORTABLE PUMP <5 HP	N/A	\$100.00	FUEL AND OIL PROVIDED BY INCIDENT



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PORTABLE PUMP 5-15 HP	N/A	\$164.00	FUEL AND OIL PROVIDED BY INCIDENT
PORTABLE PUMP 15-25 HP	N/A	\$217.00	FUEL AND OIL PROVIDED BY INCIDENT
PORTABLE PUMP >25 HP	N/A	\$433.00	FUEL AND OIL PROVIDED BY INCIDENT

NWCG CREWS

EQUIPMENT TYPE	HOURLY BASE RATE PER PERSON	COMMENTS
TYPE 2 IA	\$	INCLUDES PERSONNEL COSTS, VEHICLES, ALL EQUIPMENT AND QUALIFICATIONS TO MEET NIFC REDBOOK REQUIREMENTS, 18-20 PERSONNEL

***Due to restriction on DFFM management oversight, new crews must be approved by DFFM State FMO or designee.**



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This Cooperative Fire Rate Agreement (CFRA) is entered into pursuant to the Governmental Agreement (GA) currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the GA, the GA shall prevail.

Expenses incurred under this Agreement follows the most recent version of the Interagency Incident Business Management Handbook (Yellow Book). Cooperators under this Agreement are treated as Cooperators under the Yellow Book. In the event of a conflict between the Yellow Book, this Rate Agreement, and/or the GA, the GA shall prevail, followed by this Rate Agreement.

Resources assigned under this Agreement remain employees or property of the Cooperator however, while under assignment pursuant to this agreement, the State retains authority and direction over those resources. At any time, the Cooperator may choose to withdraw a resource from assignment, understanding that they will be subject to section 3, sub-section M of these provisions. Additionally, the resources shall remain covered by the Cooperator's workers' compensation and insurance while on assignment for the State. Accepting assignment under this agreement conveys acceptance of this AOP document.

CHANGES FOR 2024:

- ⇒ Added Expectations section above Safety section 1.
- ⇒ 2(b)a Updated chase truck authorization and approval responsibility.
- ⇒ 2(d): Updated Medical Equipment and Resources wording related to ambulances.
- ⇒ 3(b): Updated wording for equipment time.
- ⇒ 3(d): Removed reference to FM 104 for documenting daily work rates.
- ⇒ 4(a): Updated wording for Reimbursements
- ⇒ 4(t) Increased Supplemental Rates
- ⇒ 4(v): Updated Holiday Pay section to clarify policy and to include holidays.
- ⇒ Appendix A: Increases to equipment rates, added mileage for light and medium duty vehicles and changes in comments section.

Expectations: All Cooperators shall be fiscally responsible.

1. Safety:

- (a) Resources assigned under this Agreement must follow National Wildland Coordinating Group (NWCG) standards. This includes training, qualifications, and the expectation that resources assigned will be expected to operate unsupported for the first 32 hours or two shifts of an initial attack assignment, typically determined by the Incident Commander (IC) of when initial attack transitions to extended attack. Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.
- (b) The Cooperator must comply with all applicable rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.



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- (c) Current NWCG Qualification standards apply. During initial response actions, minimum firefighter qualifications are: completion of NWCG FFT2 qualifications. Individuals that are training at or above, or are qualified at or above single resource boss or unit leader level, must have been approved by the State Qualifications Committee.
- (d) Cooperator personnel must be a minimum of: 18 years of age and in adequate physical condition to meet the NWCG Standard 310-1 designated work capacity test physical requirements for the position for which they were ordered and complete the annual refresher. Fire department personnel will carry a current, approved Incident Qualification Card showing the position for which they were ordered.
- (e) In concordance with Federal incident driving guidelines, the State discourages any travel taking place between the hours of 2200 and 0500 unless there are extenuating circumstances to justify travel between these hours. These circumstances are situations where life and/or property are imminently threatened, or the incident is occurring within the resource's general response area and minimal travel distance is required to reach the incident. Ultimately, the responsibility for preventing and managing fatigue rests with the supervisor and resources involved.
- (f) The Cooperator may be reimbursed only for equipment listed in IROC. Vehicles will be reimbursed at the rates set in the current AOP Appendix A: Acceptable Rates for CFRAs. Equipment may be designated to be paid an hourly rate, daily rate, or an all-inclusive rate on the CFRA. The all-inclusive rate will be at the tier rate as determined by DFFM. An all-inclusive rate is described in Section 3 Sub-section E of this document.

2. Equipment Requirements:

- (a) Personal Protective Equipment: Cooperators must supply and utilize the following minimum required personal protective equipment:
 - a. Wildfire Incidents – According to NFPA 1977
 - b. Structure Fire Incidents – According to NFPA 1971
 - c. HAZMAT Incidents – According to NFPA 1991, 1994, and 1992
 - d. Technical Rescue Incidents – According to NFPA 1951
 - e. Medical Incidents – According to NFPA 1999
 - f. ARFF Incidents – According to NFPA 1976
 - g. Non-Operations Functions – According to NFPA 1975
- (b) Condition of Equipment: Equipment furnished under this Agreement will be equipped to the standards listed in AOP Appendix C: Required Equipment. Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with Appendix C, may be rejected by the incident. No reimbursement will be made for rejected equipment.



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a. Standard Staffing: Staffing for equipment is determined by capacity of the equipment and the number of personnel needed to effectively operate the equipment. Arizona Department of Forestry and Fire Management (DFFM) expects equipment to be staffed to the capacity allowed by the equipment. AOP Appendix B: Equipment Capability Guide, lists the staffing for each type of equipment based on NWCG and/or FEMA standards. DFFM recognizes that not all cooperators may be able to staff at maximum levels. Minimum staffing levels will be NWCG/FEMA minimum staffing. DFFM will allow Cooperators to staff their equipment to the maximum staffing numbers described in Section 2, Sub-section (B) b. **Chase trucks to allow for maximum staffing levels ARE NOT automatically authorized.** Chase trucks must be authorized and approved by the State Duty Officer.

b. Minimum Staffing for Wildfire Incidents:

Type	In-State	Out of State
i. Type 1 Engine:	3-4	4
ii. Type 2 Engine:	3-4	4-5
iii. Type 3 Engine:	3-5	4-5
iv. Type 4 Engine:	3-4	3-4
v. Type 5 Engine:	3-4	3-4
vi. Type 6 Engine:	*2, 3-4	3-4
vii. Type 7 Engine:	2-3	3
viii. Type 1 SPT Tender:	1-2	1-2
ix. Type 2 SPT Tender:	1-2	1-2
x. Type 3 SPT Tender:	1-2	1-2
xi. Type 1 TAC Tender:	2	2
xii. Type 2 TAC Tender:	2	2

*Staffing only allowable for Smoke Check dispatched by AIDC

c. Vehicle Operating Supplies: Operating supplies are to be provided by the Cooperator; the Yellow Book defines this as “wet”. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from reimbursement to the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes. This does not apply to rental vehicles when approved on the Resource Order.

d. Communications Equipment: It is required that Cooperators of DFFM who respond to State and other Federal wildland fire interagency incidents be able to communicate on FCC P25 conventional VHF-FM narrow banded frequency standards and or utilize P25 standard interoperability communications capabilities to achieve this requirement. Frequency lists are available to cooperators on agreement with DFFM through your local District Office or by email request; communications@dffm.az.gov. The DFFM Radio Communications Guide is



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available as a tool to assist cooperators. This operational radio communications requirement also includes any responses through DFFM to out of state assignments. The National Interagency Fire Center (NIFC) Communications Division has provided a list of approved P25 capable communications equipment that can be found at NWCG NIICD list of fire approved radios(https://www.nifc.gov/sites/default/files/NIICD/docs/approved_radios.pdf).

Minimum radio types i.e. (Mobile and Portable radios) are prescribed in the DFFM MESL (minimum equipment standards list).

- (c) Additional Equipment: Cooperator will be reimbursed for additional equipment when such equipment is ordered on the resource order and listed on the Cooperator's CFRA.
- (d) Medical Equipment and Resources: Cooperators with medical equipment and resources should reference the [Southwest Mobilization Guide](#) Chapter 40 – Page, 95-101. Primary direction will come from the Cooperator's policies/guidelines and the Cooperator's Base Hospital. Cooperators should be aware that these specialized resources may be utilized in rugged and remote terrain, and should equip their resources accordingly.

The resource order must specify whether ordering an ALS or BLS ambulance, or an ALS or BLS Kit. It is highly recommended that field going medical equipment be under 45lbs, stored in a fire line capable pack, and/or in such a way that allows for transport in a helicopter. Only one kit can be ordered per person (ALS or BLS).

All medical personnel must be NWCG certified and complete the annual wildland refresher.

When the fire assigned ambulance is mobilized to transport a patient within its own Certificate of Necessity (CON) ambulance area, the following apply:

- The hourly rate is discontinued and the ambulance reverts to their normal Arizona Department of Health Services (DHS) billing procedure for the transport, or the fire assigned ambulance may rendezvous with another of their ambulances that are within the (CON) area, they can transport and bill for it, while the fire assigned ambulance stays on the clock and goes back to its assigned area on the fire.
- When the fire assigned ambulance is mobilized to transport outside of their normal (CON) ambulance area, they will make every attempt to rendezvous with the ambulance having that (CON) area and that ambulance will transport the patient. This could be a ground or Air ambulance depending on patient needs.

(Note: AZ DFFM has no jurisdictional authority regarding CON. Therefore, all CON discussion/decisions will be in accordance with Arizona DHS under Arizona Revised Statute (ARS) and/or Administrative Rules regarding CON (Primary, secondary, overlap) transportation of patients and billing.)

When ordering ambulances, consideration should be made for providing adequate work/rest ratios.

REMS teams and Medic teams will no longer be deployed without a 4x4 vehicle per NWCG. CFRAs will be updated to reflect mandatory 4x4 usage.



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3. Timekeeping:

- (a) Time will be recorded in military time and to the nearest quarter hour.
- (b) The hourly or daily rate is intended to reimburse the Cooperator for the costs of operating the equipment, including the costs of fuel and maintenance. Equipment time shall only be recorded based on time the equipment is in operation (example: equipment is not in operation when the Cooperator takes a break or when the equipment is down for maintenance.)
- (c) The hourly/daily rate is not intended to include the cost of personnel used to operate the equipment. Cooperator may seek reimbursement for the costs of assigned personnel, pursuant to this agreement.
- (d) Daily Rate Equipment: Agency vehicles, included on a resource order, will be reimbursed for the duration of the assignment. Reimbursement will be made on the basis of calendar days for vehicles and equipment included on resource orders. For fractional days at the beginning and end of the invoiced time, Cooperator will be reimbursed for 50% of the daily rate for periods of less than 8 hours, and the full daily rate for periods of more than 8 hours. AOP Appendix A rate sheets will be utilized to set these rates.
- (e) All-Inclusive Rates: If agreed to by DFFM and the Cooperator and included on the CFRA, the Cooperator may charge an all-inclusive rate that would include the costs of equipment, personnel and backfill (as applicable). Cooperator agrees that the billing method included in the CFRA is binding for the years it is applicable and must be used unless the CFRA is amended. All-inclusive rates are daily rates and will be reimbursed as specified in section 3, sub-section (d). Staff utilized from another cooperator must bill the cooperator holding the equipment.
- (f) Personally Owned Vehicles (POVs): POVs not signed up on the CFRA will not be reimbursed when used to transport personnel to an incident with the exception that POVs used to transport to and from airports will be reimbursed for mileage only at the current state mileage rate. POVs used must carry the state minimum insurance, and Cooperator certifies that the vehicle is adequately insured when it submits a claim for reimbursement for these vehicles. POVs listed on a CFRA Equipment Inventory List, will be compensated the daily rate only when utilized for line assignments.
- (g) Airport Travel: Travel to and from airports in relation to an incident assignment is reimbursable. POVs and agency vehicles on a Cooperator's CFRA, left at the airport for the duration of the assignment will be reimbursed for the cost of long-term parking and mileage (State travel policy, Topic 50, Section 95, Title 3) Airport Parking. No hourly/daily rate will be paid for POVs or AOVs left in airport parking.
- (h) Time Eligible for Reimbursement: The Cooperator may seek reimbursement for personnel and equipment furnished under this Agreement starting at the time the resource leaves its Home Unit/Duty Station, and ending when that resource returns to its Home Unit/Duty Station, unless an allowance for refurbishment and/or rest and recuperation (R & R) applies.



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- a. Home Unit Definition: The Home Unit for equipment and personnel is the place where that equipment or personnel is normally stationed. For personnel who do not have a normal place they are stationed, the Home Unit shall be the Cooperator's station located closest to their place of residence.
 - b. Duty Station Definition: The Duty Station for equipment and personnel is the place where that equipment or personnel is authorized by the cooperator to respond to/from incidents.
- (i) Refurbishment/Rehabilitation: Refurbishment/rehabilitation (rehab) will be allowed but will be restricted to the time it takes to bring the resource back to fire readiness. Cooperators will only be reimbursed for one (1) hour of rehab time for engines, water tenders, and ambulances, and two (2) hours of rehab time for crews. Equipment rates will not be paid for rehab time. Equipment types not listed above are not eligible for rehab time.
- (j) Rest and Recuperation (R & R): The Cooperator will be reimbursed for personnel R & R after return home from a fourteen-day (14) assignment, exclusive of travel, under the following conditions:
- a. Cooperating agencies must comply with NWCG Standards as laid out in the Incident Business Management Handbook (Yellow Book).
 - b. Assignment Definition: An assignment is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return travel to the Home Unit.
- (k) R & R In Place: For R & R that occurs in place on an incident, the Cooperator will be reimbursed personnel costs, meals and hotel costs, if any, and the daily/ hourly equipment rate. Cooperating personnel will only be reimbursed for 8 hours of time on non-duty days during R&R in place. Cooperators will be reimbursed for 24 hours of personnel time on their duty days during R&R in place, backfill if needed will be reimbursed for actual backfill hours. Costs of previously rented and authorized rental vehicles will also be covered.
- (l) Excessive Work Hours: Work shifts exceeding sixteen hours after the first shift of the incident will not be paid unless accompanied by a written justification on the CTR or other incident documentation completed by the incident commander or immediate incident supervisor. All excessive hours must be mitigated by adequate rest as soon as possible.
- In the absence of more restrictive agency policy, these guidelines will be followed during mobilization and demobilization as well. Individual agency driving policies shall be consulted for all other non-incident driving.
- (m) If the Cooperator withdraws equipment prior to being released by the incident, the Cooperator shall bear all costs of returning equipment to the Home Unit, unless prior written approval is obtained from an authorized DFFM representative, and such approval is submitted with the invoice. An unauthorized equipment swap may result in non-reimbursement and or removal from assignment.



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- (n) Personnel assigned to inoperable equipment are limited to 8 hours of compensation per shift unless otherwise dictated by Home Unit shift schedule.

4. Reimbursements:

- (a) Invoices must be submitted **clean and accurate** to the **State within 60 days of return to the Home Unit**. Invoices received outside this timeframe will be refused. Separate invoices must be completed for each incident or change in financial code.
- i. At least 7 days prior to the 60-day submission deadline, cooperators **must submit an email** to FBS@dffm.az.gov with an explanation as to why they won't make the 60-day deadline, along with specific contact information. DFFM staff will in-turn contact the cooperator staff directly to assist, as much as we can, in helping make the deadline, **but please note that sending this email DOES NOT grant an extension.**
 - ii. If DFFM audit staff reject an invoice asking the cooperator to make changes and resubmit, the cooperator has a **maximum 14 calendar days** from the date of rejection to resubmit to DFFM with the appropriate changes, **or that invoice will be deemed as NOT SUBMITTED**. Be aware if that places the timeframe past the 60-day deadline, the invoice will in-turn be DENIED. Note: Too many times this past year our auditors rejected an invoice, *with notes on what needs to change*, and the invoice would be idle for weeks, some even longer. This is an unacceptable practice that seems to be **submit and forget!** DFFM audit staff will send **ONE email reminder 7 days after the rejection**. **DFFM strongly recommends cooperators log into FBS at least once per week to check on the status of all their invoices!**
- (b) All invoices MUST be submitted through the online Fire Business System (FBS).
- (c) There are three roles available to each cooperator within the FBS. An FBS user may have one, two or all three roles, unless that user is a contractor with the cooperator, in which case only the Data Entry role is available to that contractor; see the next policy. A cooperator may also have multiple people with the same role(s); that decision is up to the cooperator. Please submit all FBS questions/issues to FBS@dffm.az.gov including requests for new users.
- i. **Personnel/Equipment Setup role.** This role enters and maintains the personnel and equipment lists for the cooperator. This role is also necessary to sign the CFRA.
 - ii. **Data Entry role.** This role creates the Billing Documents (Invoice) eventually sent to DFFM.
 - iii. **Approver role.** This role approves the Billing Documents just before they are submitted to DFFM.
- (d) If a cooperator employs a contractor (a non-employee of the cooperator) to create the billing document, the contractor may **ONLY have the FBS Data Entry role**. The Approver role must belong to at least one employee of the cooperator to ensure the cooperator's organization is aware of all their billing document activity. A signed document must be uploaded to the CFRA indicating that a contractor is producing the billing documents for that cooperator.
- (e) All uploaded documents (backup documentation) **MUST** be in Adobe PDF format and not locked. **No graphical or scanned file types (JPG, GIF, TIFF...) will be allowed**. If those file types are uploaded with your FBS billing document, the billing document will be rejected and you must remove that file(s) and upload a PDF version of that file(s).



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- (f) Admin Fee (billing document preparation fee).
- i. Rate.
 - a. A flat percentage rate of 0.5% (half of one percent) (based on the total billing document amount) will automatically be applied to each standard billing document.
 - b. No admin fee will be given for a damage claim billing document.
 - ii. Please remember that all submitted billing documents are required to be submitted as **clean and accurate**, therefore the admin fee **will not be applied** if the billing document is rejected by DFFM auditors three (3) times, regardless of the severity of issues.
- (g) The invoice number is now the FBS billing document number and is automatically generated by FBS. It is in the format of: #####-AAA-### where the first ##### is the fire year, AAA is the department's three-letter code and the ### is a sequential number which should start at zero each fire year.
- (h) When personnel from another department is used on your department's equipment, have the other department submit a billing document for their personnel's reimbursement, while you will submit a billing document for your equipment and any of your own personnel.
- (i) When using a person as backfill from another department, that individual **MUST** be entered under personnel for both departments **BEFORE** starting that billing document. The department utilizing the backfill must enter them into FBS as the person performing the backfill. Then department utilizing the backfill must forward that reimbursement, or an agreed upon amount, to the other department. Note that DFFM will only pay one department in this situation.
- (j) Time information: Incident Time Reports (OF288) and/or Emergency Equipment Use Invoices (OF286) must be submitted along with the Cooperator's FBS Billing Document. Any hours submitted for reimbursement not documented on an OF288 or OF286 must be supported by legible scanned Crew Time Reports (CTR) and/or Emergency Equipment Shift Tickets (Shift Ticket). CTRs and Shift Tickets must be signed by an immediate Incident supervisor. When completing a CTR or Shift Ticket, personnel must annotate hours they are in travel status in the remarks of those documents.
- (k) Billing: Cooperators borrowing personnel from another Cooperator must note the personnel and department name on the FBS Billing Document.
- (l) Resource orders: Cooperators must include a copy of the resource order(s) showing all equipment and personnel for which the Cooperator seeks reimbursement. The Cooperator will ensure that the resource order shows all of the above information. It is the cooperator's responsibility to provide personnel information to ADC at the time of dispatch utilizing the Arizona Wildland Fire Equipment Mobilization Plan Appendix F: Resource Information Form.
- (m) Meals and Lodging information: Cooperator must keep meal receipts but these should not be submitted. Lodging receipts must be submitted. Stated meal and lodging reimbursement rates are for maximum reimbursement for actual costs incurred and are not per-diem rates. See additional information below:
- a. Meals: Cooperators are expected to be self-sufficient during initial attack. Cooperators will not be reimbursed for meals incurred during the first 12 hours of assignment, whether in travel status or on an incident. After the first 12 hours, meals may be reimbursed if the request complies with applicable portions of the [State Travel Policy](#) (Topic 50, Section 95). If the incident is not providing meals, Cooperators will be reimbursed for the cost of meals at the Special Meal Rates for Firefighters approved by the AZ State Comptroller ([except for Alaska and](#)



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- [Hawaii use DOD rates](#)), so long as they have written justification from the incident. If meals are on individual receipts the Cooperator will be reimbursed for the actual cost of the meal or the maximum allowable amount, whichever is less; if meals for multiple crew members are on the same receipt, the Cooperator will be reimbursed for the actual cost of the meal or maximum allowable amount times the number of crew members, whichever is less.
- b. Lodging: Any approved lodging (in-state or out-of-state) shall be reimbursed according to current published GSA rates (pre-tax) and only for actual costs incurred up to the stated maximum rate plus applicable taxes and fees for that geographic area. Utilizing lodging above the stated maximum is at the Cooperator's own risk as the overage shall not be reimbursed by DFFM, no exceptions. DFFM recommends sharing rooms to mitigate higher rates; if this occurs, please indicate the persons who stayed in each room. For any reimbursement of lodging, an itemized receipt with the names of the occupants of the room must be submitted with the invoice. Cooperators must receive authorization from a supervisor for reimbursement of lodging when adequate camp facilities are not available.
 - c. Cooperators will not be reimbursed for lodging on the first day of travel if travel time is 2 hours or less.
 - (n) Supply purchases: Itemized receipt(s) and resource order form(s) with Supply Numbers (S- Number) for authorized supply purchases are required and reimbursements are subject to state review.
 - (o) Rental Vehicles: The Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. DFFM encourages the Cooperator to rent vehicles under the state contract. The Cooperator will need to register here <https://spo.az.gov/programs/cooperative> before renting a vehicle. For in-state vehicle use, the Cooperator will not be reimbursed for additional insurance purchased. The Cooperator will be reimbursed for the costs of the rental vehicle and Collision Damage Waiver (CDW) insurance if the incident or travel is out of state. Please note that at all times resources ordered under this Agreement remain the employees of the Cooperator, and the Cooperator's insurance coverage is responsible. For this reason, the Cooperator may wish to obtain additional rental vehicle insurance coverage, even though this coverage will not be reimbursed by the State. Rental vehicles should be commensurate with position requested on resource order. 4x4 and high clearance vehicles are appropriate for fire line positions. SUVs above the full-size class must be approved by the incident or DFFM unless no other vehicles are available due to activity in the area.
 - (p) Transportation of Equipment: When apparatus is being transported not under its own power (lowboy trailer), Cooperator may seek reimbursement for the costs of transportation and for the hourly/daily rate for that equipment while it is being moved. Cooperator must provide a copy of the transporter's log showing what hours the vehicle was underway. This type of incident related transport must be approved by the incident prior to travel. Cooperator will not be reimbursed additional amounts for trailers used to transport equipment that normally must be moved by trailer (i.e., ATVs and UTVs).
 - (q) Crew Swaps: Equipment is assigned with the expectation that it may be on assignment for fourteen (14) days bearing any unplanned events. Cooperator will not be reimbursed for travel related to a staffing swap that is required before the completion of fourteen days unless prior approval by a DFFM representative is obtained. If reimbursement for the swap is approved, appropriate vehicles used for crew swaps will be compensated at the daily/hourly rate for that vehicle so long as that vehicle receives



**Arizona Department of Forestry and Fire Management
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Effective Date 4/1/2024**



- a resource order for the transport. You **MUST** submit an FBS Billing Document for the crew that was swapped out within 60 days of their return home.
- (r) Career Personnel Rates: Cooperator shall charge personnel wages including eligible overtime and employer related expenses, in accordance with the employee rates entered into FBS. Cooperators must use the Appendix D: Personnel Pay Rates Schedule found on the DFFM.az.gov website to determine the personnel rates that are entered into FBS. Cooperators will be reimbursed for personnel costs based on the rates entered into the FBS Manage Employees area for that cooperator. Employees shall not receive any wildland incentive for response out of district; thus, employee rates shall not differ from the pay rate the employee receives in district for similar emergency services and responses.
- (s) Backfill: Non-budgeted costs accrued as a result of backfill of assigned personnel or those personnel on R & R as a result of assignment are potentially reimbursable. Reimbursable costs are those costs incurred when a backfilling employee's pay rate exceeds the base rate of the individual on assignment. The backfill amount is calculated by subtracting the assigned employee's regular pay rate from the backfilling employee's overtime pay rate. DFFM will reimburse the difference in the two rates up to the rate of the top highest hourly rank of the individual on assignment. Backfill costs above the rank of the individual on assignment will not be reimbursable.
- (t) DFFM Supplemental Fire Department Resource Position Pay Rate Matrix: Cooperator will charge the State for supplemental fire personnel at the current rates outlined in the matrix for the position for which they were ordered (these rates found in FBS). Supplemental Fire employees are defined per NWCG Memo #004-2009. The pay period is defined as a seven-day work week beginning the first day of the incident, e.g., Tuesday through Monday. Overtime will be paid for hours in excess of 40 hours per defined work week. Employees must work their 40 hours before backfilling is allowed. [Supplemental Resource Pay Rate](#) updated for 2024.
- (u) Employer Related Expenses (ERE): Employer Related Expenses covered for time while on the assignment will be as follows:
- a. Workers Compensation
 - b. Unemployment Insurance
 - c. FICA Taxes
 - d. Retirement
 - e. Long-term Disability
- (v) Holiday Pay: DFFM will reimburse the cooperator for up to 12 hours based on department policy for each of their personnel who worked on a wildland fire assignment on a state holiday, based on the State of Arizona official holiday schedule (as defined by the Arizona Legislature). Holidays are as follows: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday (Presidents' Day), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.



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5. Equipment Damage:

- (a) Repairs: Repairs to equipment shall be made and paid for by the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from reimbursement to the Cooperator.
- (b) Loss, Damage or Destruction: Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this Agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or its employees. Vehicular damage claims, not directly related to incident activity, particularly prior to check-in or after demobilization, should be submitted through the owning agency's insurance prior to submission to the state. Loss, damage, or destruction claims will be evaluated on a case-by-case basis and evaluated for extraordinary circumstances outside of normal conditions. Hourly/daily rates for equipment will not be reimbursed when such equipment is inoperable due to damage, loss, destruction, or lack of qualified personnel.
- (c) Claims: Claims for reimbursement for damage, loss, or destruction of equipment should be submitted on its own FBS Billing Document. Claims documentation must include an S-number, copies of any paperwork submitted to the fire to obtain the S-number, a written description on a General Message Form (ICS 213), of how the loss, damage or destruction occurred (who, what, when, where and why), and a copy of the paid receipt for repairs. In the case of vehicular damage, loss, or destruction, the Cooperator must provide the documentation from the owning agency's insurance company with the claim. The written description must be signed by incident supervisor and the Incident Business Advisor (IBA). In the absence of an IBA, the signature of the Finance Section Chief or designee is required. Personal items will not be reimbursed. All claims for loss, damage or destruction are at the discretion of the State, even if an S-number has been issued by the incident.

6. Anything not specifically covered in this AOP will be handled on a case-by-case basis.

7. Other Items:

- (a) Disputes: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.
- (b) Termination: The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.
- (c) Failure to adhere to these provisions may result in the Cooperator forfeiting all rights to reimbursement.
- (d) Audit: Within a 5-year period of invoice submittal, the state at its discretion may request a review of



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Effective Date 4/1/2024**



fire invoicing documentation including all receipts, including meal receipts.

- (e) The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.
- (f) Pursuant to A.R.S. § 35-214, the Cooperator shall retain all data, books and other records relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.
- (g) This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.
- (h) The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator toward fulfillment of this contract.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Alec Latino, Engineering Project Manager
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-14: A resolution of the City of Flagstaff City Council, authorizing Amendment No. Two to an Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for the design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-14 by title only
2. City Clerk reads Resolution No. 2024-14 by title only (if approved above)
3. Adopt Resolution No. 2024-14

Executive Summary:

The Arizona Department of Transportation (ADOT) will administer the design and construction, and advertise, bid and award the construction of a roundabout to replace the signalized intersection at Fourth Street and Cedar Avenue/ Lockett Road. This roadway safety improvement project is the result of the City submitting a grant application to ADOT in 2018 for a competitive Highway Safety Improvement Program (HSIP) award. This project was identified as a high priority through a local network crash data screening process. The roundabout will improve safety, slow speeds, help avoid angle crashes, and add a crosswalk at the 4th-leg of the intersection.

The City Council approved an Intergovernmental Agreement (IGA) between the City of Flagstaff and ADOT for this project on May 19, 2020. The IGA (IGA #20-0007711) directs ADOT to administer the design and construction and to advertise, bid and award the project.

The City Council approved IGA Amendment No. One on April 5, 2022 which incorporated additional design scope to ensure the project fully mitigates impacts to surrounding properties, added a City of Flagstaff role during construction inspections, and updated project costs based on the most recent estimates. IGA Amendment No. One identified an immediate need for additional City funding in the amount of \$73,000 for additional design scope and project administration costs, increased the estimated City share for right-of-way acquisition costs by \$500,000, and updated the City share of estimated construction costs to \$1,614,225.

IGA Amendment No. Two identifies a need for additional City funding in the amount of \$107,811 for additional project administration and design costs as determined by ADOT, updates the actual City costs for right-of-way acquisition, and updates the City share of estimated construction costs to \$3,566,271. The total project cost is estimated at \$6,661,382.

Financial Impact:

This project is identified in the Metroplan Transportation Improvement Program (TIP), Transportation TIP #101020, ADOT Project #T0247, and IGA #20-0007711.

Per the original IGA and Amendment No. One, the City paid the State \$220,136 for Project Development

Administration (PDA) and design costs and \$450,000 in HSIP Federal Funds have been expended for design costs. Per Amendment No. Two, the City will pay \$107,811 for additional design and PDA costs.

The City has acquired the necessary right-of-way and temporary construction easements at a cost of \$931,195 and will be reimbursed up to the HSIP formula limited amount of \$92,398.

\$1,385,969 in HSIP Federal Funds will be available for the construction costs. The City is responsible for any project costs in excess of the current HSIP grant award of \$1,928,366. The City of Flagstaff construction cost share estimate is currently \$3,566,271. This amount is an estimate. City monies for construction shall be paid to ADOT prior to project advertisement. When bids are opened and costs finalized, additional funding shall be identified as needed.

The total project cost is estimated at \$6,661,382. The total City financial commitment is currently estimated at \$4,733,015. The FY 2023-24 authorized budget is \$5,205,370 for Lockett/Fourth Roundabout Project in account number 048-10-119-3449-6. Additional Transportation Tax funds from other projects have been reprioritized within the current authorized FY 2023-24 budget to cover any funding shortfall.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

Council approved an IGA between the City and ADOT for this project on May 19, 2020. The IGA directs ADOT to administer the design and construction and advertise, bid and award the construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/ Lockett Road. The total HSIP Federal Funding was estimated to be \$1,928,367 and the total City funding was estimated to be \$60,813. Per the IGA, the City is responsible for any project costs in excess of the HSIP grant award of \$1,928,367.

On April 5, 2022, Council approved Amendment No. One which updated the project costs and authorized the payment for additional design costs. The total project cost was estimated at \$4,176,405. The total City financial commitment was estimated at \$2,248,038.

The City Council approved the Ordinance 2022-13 allowing for the acquisition of real property and the determination and offers of relocation benefits to persons displaced to make way for the Fourth Street/Cedar Avenue/Lockett Road roundabout project on June 7, 2022.

On October 18, 2022, Council approved a payment of \$117,136.01 to ADOT for additional project design and project administration costs. This action approved payment for additional design work to incorporate City Council requested Z-crossings and signalized pedestrian crossings and additional utility relocation design.

Options and Alternatives to Recommended Action:

1. Approve amending the IGA with ADOT for the design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road. 2. Deny approval of the proposed amendment to the IGA with ADOT. The project will be placed on hold.

Connection to PBB 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.

Connection to Regional Plan:

Regional Plan -- Goal T.2. - Improve transportation safety and efficiency for all modes.

T.2.1 - Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Connection to Carbon Neutrality Plan:

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.

Connection to 10-Year Housing Plan:

None

Attachments: [Presentation](#)
 [Res. 2024-14](#)
 [Original IGA](#)
 [IGA Amendment #1](#)
 [IGA Amendment #2](#)
 [Project Location Map](#)

FOURTH AND LOCKETT ROUNDAABOUT

IGA AMENDMENT #2

April 2, 2024





Fourth/Cedar/Lockett Roundabout

Consideration and Adoption of Resolution No. 2024-14:

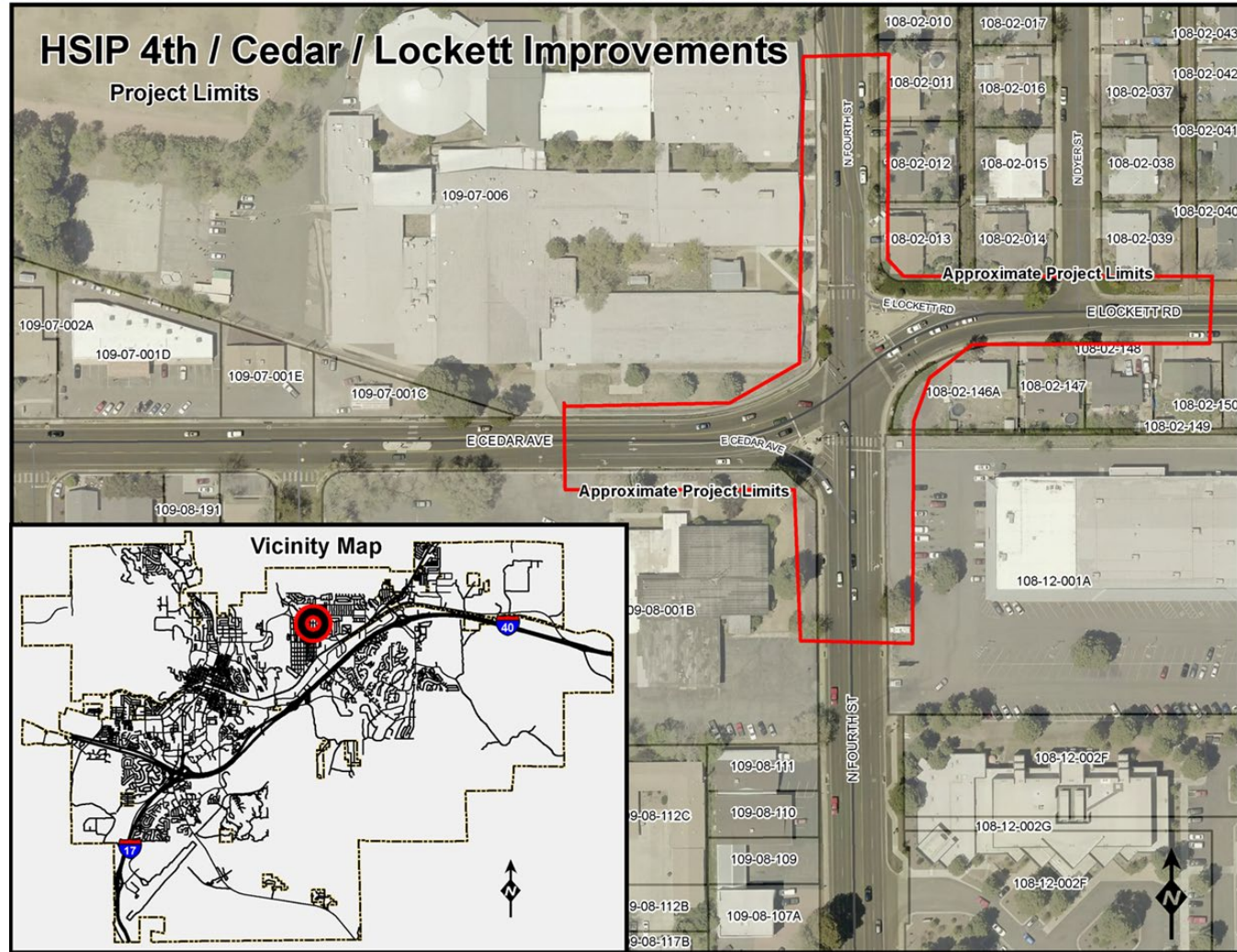
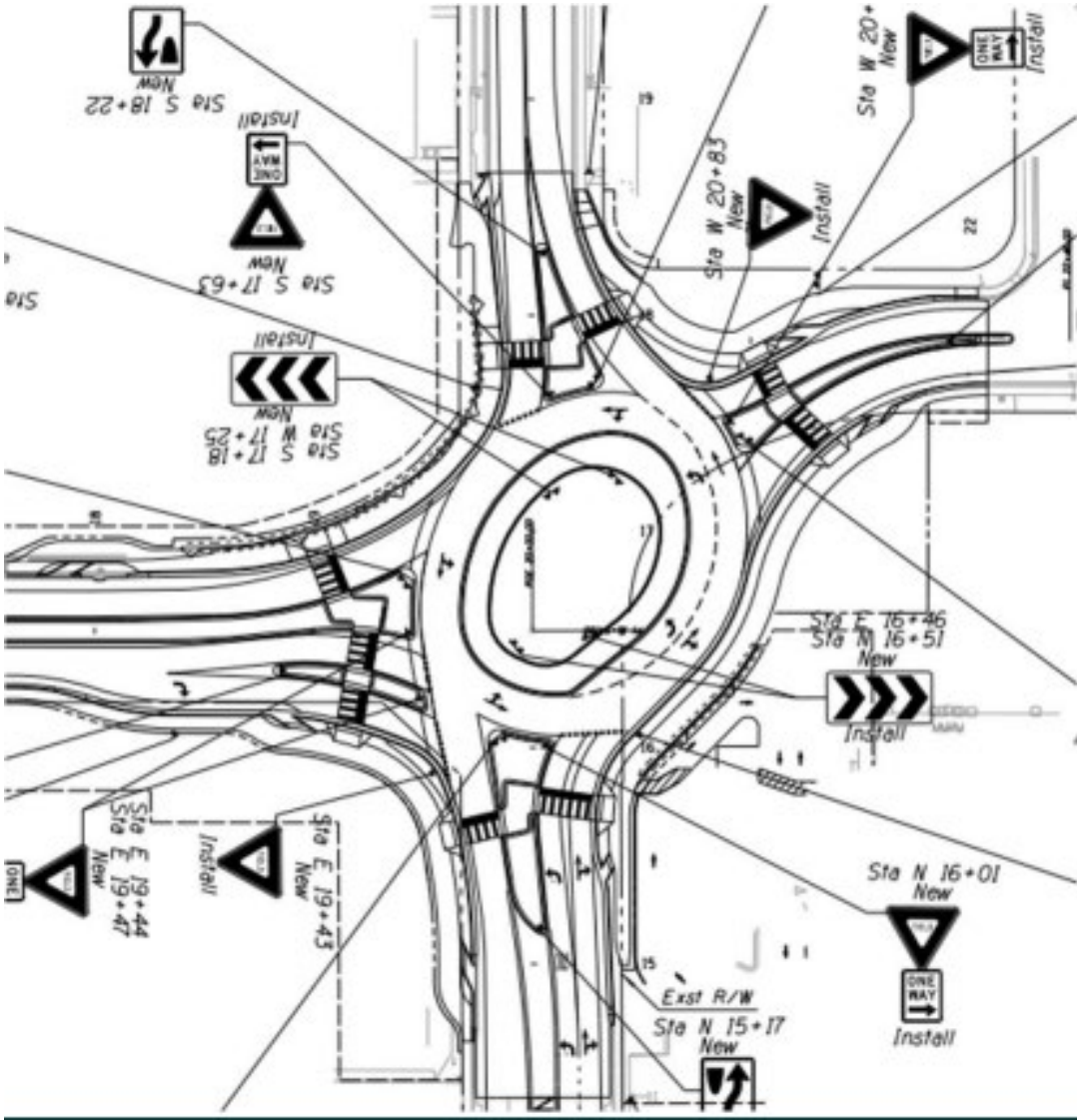
A resolution of the Flagstaff City Council authorizing Amendment No. One to an existing Intergovernmental Agreement with the Arizona Department of Transportation for the design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

Staff Recommended Action:

- 1) Read Resolution No. 2024-14 by title only
- 2) City Clerk reads Resolution No. 2024-14 by title only (if approved above)
- 3) Adopt Resolution No. 2024-14



THE PROJECT





IGA Amendment #2-Fourth and Lockett Roundabout

Project Cost Summary

- Total Project Cost - **\$6.6 Million**
- Highway Safety Improvement Program - **\$1.9 Million**
- City Financial Commitment - **\$4.7 Million**
 - COF Construction Cost Share Estimate- **\$3.5 Million**
 - ROW Acquisitions- **\$931,195** (ROW Acquisitions Completed)
 - Design and Project Development Administration- **\$327,947**



IGA Amendment #2-Fourth and Lockett Roundabout

IGA Amendment #2

- Budget
 - Additional design and project development administration costs
 - Design- \$80,811
 - Project Development Administration- \$27,000
 - Updated Engineering Estimate for Construction
 - \$3,566,271
- Project Real Estate
 - Updated ROW Acquisition Cost -\$931,195
- Schedule
 - Construction Start Date- Spring 2025



Fourth/Cedar/Lockett Roundabout



Questions



RESOLUTION NO. 2024-14

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT NO. TWO TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR THE DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT THE SIGNALIZED INTERSECTION OF FOURTH STREET AND CEDAR AVENUE/LOCKETT ROAD

RECITALS:

WHEREAS, the Arizona Department of Transportation and City of Flagstaff desire to amend an intergovernmental agreement for designing and constructing a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road; (the "Project"); and

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007411-I, A.G. Contract No. P001 2020 000797, was executed on May 29, 2020 (the "IGA"); and

WHEREAS, the Project will be designed and constructed per the contract documents, developed under IGA 20-0007411-I; and

WHEREAS, the parties to the IGA have updated information related to the cost of the Project and this updated information is set forth in this proposed Amendment No. Two; and

WHEREAS, the purpose of the IGA and this Amendment No. Two is to set forth the parties' respective duties and obligations with respect to the design and construction of the Project; and

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 and the City is empowered by Arizona Revised Statutes §§ 48-572 to amend this IGA; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Amendment No. Two attached thereto, and finds that it is in the best interests of the City to amend the IGA.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute Amendment No. Two to the IGA between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A – Amendment No. Two

ADOT CAR No.: IGA 20-0007711-I
AG Contract No.: P001 2020 000797
Project Location/Name: Fourth St/Cedar
Ave/Lockett Rd Roundabout
Type of Work: Design and Construct
Roundabout
Federal-aid No.: FLA-0(221)T
ADOT Project No.: T0247
01D/03D/01R/01C
TIP/STIP No.: 101020
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date May 29, 2020, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The improvements proposed in this Agreement, include design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road, (the “Project”). The Project will also add a crosswalk at the 4th leg of the intersection. The State will administer the design and advertise, bid and award the construction phase of the Project. The City will administer the right-of-way acquisition for the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final Project amount.
 - c. The City and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at \$30,000.00. If PDA costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the City for the difference between actual costs and the amount the City has already paid for PDA.
 - c. Reimburse the City for the City's eligible incurred right-of-way acquisition expenditures, up to \$92,398.00. Coordinate with the City as required for all right-of-way activities. Right-of-way acquisition is estimated at \$123,211.00 of which the City's share is estimated at \$30,813.00.
 - d. After receipt of the PDA costs, on behalf of the City, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and

analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the development of the Project.

- e. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design, right-of-way acquisition, and construction. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.
 - f. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - g. After receipt of the actual PDA costs, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
 - h. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. After the Project is awarded, invoice the City for the difference between estimated and actual costs, if applicable.
 - i. Notify the City of substantial completion and final acceptance of the Project, as defined in the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the City, and provide a copy to the City indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - j. Notify the City of substantial completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the Project improvements.
 - k. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The City will:
- a. Designate the State as the City's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for

the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.

- c. Invoice the State (no more than monthly) for the City's right-of-way acquisition expenditures providing all back-up documentation. Coordinate with the State as required for all right-of-way activities. Right-of-way acquisition is estimated at \$123,211.00, of which the City's share is estimated at \$30,813.00.
- d. Review design plans, specifications, cost estimates, and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.
- f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.
- h. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensure that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
- i. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project,

on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.

- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.
- l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.
- n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

- 1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
- 2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
- 3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
- 4. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
- 5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made

against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
7. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B

Phoenix, AZ 85007
SingleAudit@azdot.gov

13. This Agreement shall be governed by and construed in accordance with Arizona laws.
14. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
15. The City shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the City at the request of ADOT.
16. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
17. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
18. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
19. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
20. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
21. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
22. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2053
greg.clifton@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Flagstaff
Attn: Stephanie Sarty
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2692
ssarty@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

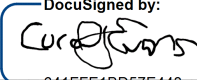
City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

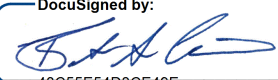
- 23. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
- 24. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party’s legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

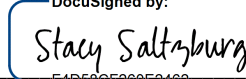
CITY OF FLAGSTAFF

STATE OF ARIZONA
Department of Transportation

DocuSigned by:

By _____
041FFFE1BD57E443...
CORAL EVANS
Mayor

DocuSigned by:

By _____
48C55E54D3CE49E...
BRENT A. CAIN, PE
Division Director

ATTEST:

DocuSigned by:

By _____
F4D58CF200E2402...
STACY SALTZBURG
City Clerk

IGA 20-0007711-I

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DocuSigned by:

0B7BD25732E942E...

City Attorney

5/20/2020

Date

EXHIBIT A**IGA 20-0007711-I
Cost Estimate****T0247 01D/03D/01R/01C**

The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

T0247 01D (ADOT Project Development Administration (PDA) Cost, non-federal-aid):

PDA costs*	\$ 30,000.00
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T0247 03D (scoping/design):

Federal-aid funds @ 100%	<u>\$ 450,000.00</u>
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Subtotal - Scoping/Design/PDA*	\$ 480,000.00
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T0247 01R (right-of-way):

Federal-aid funds @ 100%	\$ 92,398.00
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City funds @ 100%	<u>\$ 30,813.00</u>
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Subtotal - Right-of-Way	\$ 123,211.00
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T0247 01C (construction):

Federal-aid funds @ 100%	\$ 1,385,969.00
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Subtotal - Construction**	\$ 1,385,969.00
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Estimated TOTAL Project Cost	\$ 1,989,180.00
-------------------------------------	------------------------

Total Estimated City Funds	\$ 60,813.00
-----------------------------------	---------------------

Total Federal Funds	\$ 1,928,367.00
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* (Included in the City Estimated Funds)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

RESOLUTION NO. 2020-27

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT THE SIGNALIZED INTERSECTION OF FOURTH STREET AND CEDAR AVENUE/LOCKETT ROAD.

RECITALS:

WHEREAS, the State of Arizona, acting by and through its Department of Transportation (ADOT), and City of Flagstaff desire to enter into an intergovernmental agreement for the purpose of designing and constructing a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road;

WHEREAS, the State will administer the design and advertise, bid and award the construction of the roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the State of Arizona and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of June, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits: IGA



**MARK BRNOVICH
ATTORNEY GENERAL**

**OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION**

**DAWN NORTHUP
DIVISION CHIEF COUNSEL
Eli D. Golob
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8842
E-MAIL: ELI.GOLOB@AZAG.GOV**

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. P0012020000797 (**ADOT IGA/JPA 20-0007711-I**), an Agreement between public agencies, the State of Arizona and the City of Flagstaff, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 29, 2020

MARK BRNOVICH
Attorney General

/s/ Eli D. Golob

ELI D. GOLOB
Assistant Attorney General
Transportation Section

EDG/sp/8743178

ADOT File No.: IGA 20-0007711-I
Amendment No. One: 22-0008471-I
AG Contract No.: P001 2020 000797
Project Location/Name: Fourth St/Cedar
Ave/Lockett Rd Roundabout
Type of Work: Design and Construct
Roundabout
Federal-aid No.: FLA-0(221)T
ADOT Project No.: T0247 01D/03D/01R
01C
TIP/STIP No.: 101020
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), is entered into this date April 21, 2022, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007711-I, A.G. Contract No. P001 2020 000797, was executed on May 29, 2020, (the “Original Agreement”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the Project scope of work, costs, and replace Exhibit A. The City has requested additional improvements be included as part of the Project. The City will be responsible for the costs associated with the additional roadway and landscaping improvements, parking lot modifications and restriping, construction of a retaining wall, landscape/irrigation restoration, and replacement of existing sidewalk/accessible route connection. The Parties desire to amend the Original Agreement, as follows:

Consistent with the Original Agreement, the City has been invoiced and paid \$30,000.00 and will pay the remaining \$73,000.00 for the City's share of PDA and design costs within 30 days of receipt of an invoice.

The Parties incorporate the Recitals set forth above as part of the body of this Amendment No. One.

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section I, Paragraph 1.d. is added, as follows:

1. The Parties agree:
 - d. The State may utilize the City's Inspectors on the Project as needed by the State's Resident Engineer, in accordance with the following: all ADOT policies and procedures will be applicable as coordinated with ADOT's Northcentral District (the "District") and the ADOT Construction Group. The City, District, and the Construction Group must agree on the City Inspector. The City's Engineering Director must provide ADOT's Construction Group, (for pre-approval), all required and current certifications and chargeable rates (labor and equipment). The City Local Inspector will report to ADOT's Resident Engineer and must comply with all ADOT hardware/software computer requirements, which includes maintaining the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly time sheet. The City Inspector will remain an employee of the City and will not be considered an ADOT employee during the term of this Agreement. The City will invoice monthly for reimbursement, and all charges must be kept current for both payment and federal reporting purposes. The City will be notified of all approvals by the ADOT Construction Group. The City agrees to provide an inspector dedicated to the project for a minimum of 8 hours per week. The City inspector will attend all weekly construction meetings and be available for inspections of the project within 30 minutes of notification by the ADOT Resident Engineer. The City billing rate will be as follows:
 - \$44.00 per hour for burdened labor.
 - \$6.00 per hour for phone, vehicle, and other incidentals.
 - \$50.00 per hour maximum billing rate for each hour worked.

Section II, Paragraph 2.c. is revised, as follows:

2. The State will:
 - c. Reimburse the City for the City's eligible incurred right of way acquisition expenditures, up to \$92,398.00. Coordinate with the City as required for all right of way activities. Right of way acquisition is estimated at \$623,211.00 of which the City's share is estimated at \$530,813.00

Section II, Paragraph 2.l. is added, as follows:

2. The State will:
 - l. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at \$1,614,225.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

Section II, Paragraph 3.c. is revised, as follows:

3. The City will:
 - c. Invoice the State (no more than monthly) for the City's right of way acquisition expenditures providing all back-up documentation. Coordinate with the State as required for all right of activities. Right of way acquisition is estimated at \$623,211.00, of which the City's share is estimated at \$530,813.00

Section II, Paragraph 3.o. is added, as follows:

3. The City will:
 - o. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the City's share of the Project construction costs, estimated at \$1,614,225.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

Exhibit A to the Original Agreement is replaced by the Exhibit A attached to this Amendment No. One.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon the signing and dating of all Parties.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party’s legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF FLAGSTAFF

DocuSigned by:
By Paul Deasy Date 4/20/2022
716BC69C08774EF...
PAUL DEASY
Mayor

ATTEST:


DocuSigned by:
By Stacy Saltzburg Date 4/20/2022
8C95EB0863D1441...
STACY SALTZBURG
City Clerk


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

DocuSigned by:
By Christina Rubalcava for Date 04/20/2022
C1D95CEA58DF49D...
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By  Date 4/21/2022
48C55E54D3CE49E...
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division Director

DocuSigned by:
By  Date 4/21/2022
2C8F28BDDC8C4A2...
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division Director

A.G. Contract No. P001 2020 000797 (ADOT IGA 20-0007711-I, Amendment No. One: 22-0008471-I), an Agreement between public agencies, the State of Arizona and the City of Flagstaff has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DocuSigned by:
By  Date 4/21/2022
8D318FBECFEB476...
Assistant Attorney General

EXHIBIT A
IGA 20-0007711-I
Amendment No. One: 22-0008471-I
Cost Estimate

T0247 01D/03D/01R/01C

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

PDA costs* \$ 47,500.00

Scoping/Design:

Federal-aid funds @ 100% \$ 450,000.00

City funds @ 100% (Preliminary engineering for right of way) \$ 25,000.00

City funds @ 100% (Additional scope of work) \$ 30,500.00

Subtotal – Scoping/Design/PDA* \$ 553,000.00

Right of Way:

Federal-aid funds @ 100% (Reimbursable) \$ 92,398.00

City funds @ 100% \$ 530,813.00

Subtotal – Right of Way \$ 623,211.00

Construction:

Federal-aid funds @ 100% \$ 1,385,969.00

City Funds @ 100% \$ 1,614,225.00

Subtotal – Construction \$ 3,000,194.00**

Estimated TOTAL Project Cost \$ 4,176,405.00

Total Estimated City Funds \$ 2,248,038.00

Total Federal Funds \$ 1,928,367.00

* (Included in the City Estimated Funds; \$30,000.00 has been invoiced and paid by the City)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

RESOLUTION NO. 2022-15

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR THE DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT THE SIGNALIZED INTERSECTION OF FOURTH STREET AND CEDAR AVENUE/LOCKETT ROAD

RECITALS:

WHEREAS, the Arizona Department of Transportation and City of Flagstaff desire to amend an intergovernmental agreement for designing and constructing a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road; (the "Project"); and

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007711-I, A.G. Contract No. P001 2020 000797, was executed on May 29, 2020 (the "IGA"); and

WHEREAS, the Project will be designed and constructed per the contract documents, developed under IGA 20-0007711-I; and

WHEREAS, the parties to the IGA have updated information related to the scope and cost of the Project and this updated information is set forth in this proposed Amendment No. One; and

WHEREAS, the purpose of the IGA and this Amendment No. One is to set forth the parties' respective duties and obligations with respect to the design and construction of the Project; and

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 and the City is empowered by Arizona Revised Statutes §§ 11-952 to amend this IGA; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Amendment No. One attached thereto, and finds that it is in the best interests of the City to amend the IGA.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute Amendment No. One to the IGA between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of April, 2022.




MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY For

Exhibits:
Exhibit A – Amendment No. One

ADOT CAR No.: IGA 20-0007711-I
Amendment No. Two: 24-0009568-I
AG Contract No.: P0012020000797
Project Location/Name: Fourth St/Cedar
Ave/Lockett Rd Roundabout
Type of Work: Design and Construct
Roundabout
Federal-aid No.: HSIP-FLA-0(221)T
ADOT Project No.: T0247
01D/03D/01R/01C
TIP/STIP No.: 101020
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007711-I, A.G. Contract No. P0012020000797, was executed on May 29, 2020, (the “Original Agreement”); IGA 20-0007711-I Amendment No. One, was executed on April 21, 2022, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. Two and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

**NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to increase Project Development Administration (PDA), design, and construction costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:
Consistent with the Original Agreement and Amendment No. One, the City has been invoiced and paid \$220,136 for the City’s share of PDA and scoping/design costs and the City will pay**

the remaining \$107,811 for City's share of PDA and scoping/design costs within 30 days of receipt of an invoice.

The Parties incorporate the paragraphs set forth above as part of the body of this Amendment No. Two.

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section II, Paragraph 2.c. and 2.l. are revised, as follows:

2. The State will:
 - c. Reimburse the City for the City's eligible incurred right of way acquisition expenditures, up to \$92,398. Coordinate with the City as required for all right of way activities. Right of way acquisition is estimated at \$931,195 of which the City's share is estimated at \$838,797.
 - l. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at \$3,566,271. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

Section II, Paragraph 3.c. and 3.o. are revised, as follows:

3. The City will:
 - c. Invoice the State (no more than monthly) for the City's right of way acquisition expenditures providing all back-up documentation. Coordinate with the State as required for all right of activities. Right of way acquisition is estimated at \$931,195, of which the City's share is estimated at \$838,797.
 - o. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the City's share of the Project construction costs, estimated at \$3,566,271, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 20. is revised, as follows:

20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

THIS AMENDMENT NO. TWO shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. Two.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

CITY OF FLAGSTAFF

By _____ Date _____
BECKY DAGGET
Mayor

ATTEST:

By _____ Date _____
STACY SALTZBURG
City Clerk

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division Director

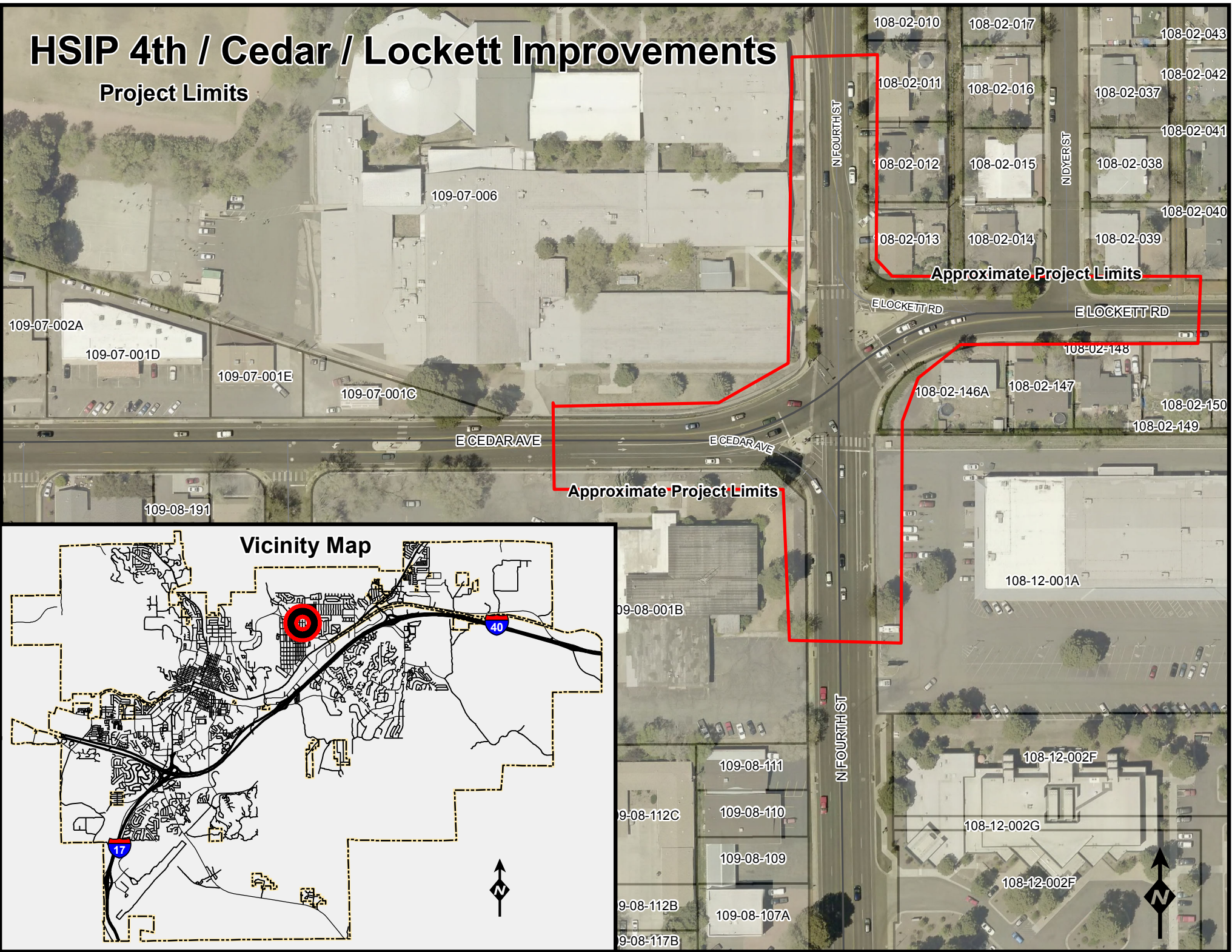
By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division Director

A.G. Contract No. P0012020000797 (ADOT IGA 20-0007711-I Amendment No. Two: 24-0009568-I), an Agreement between public agencies, the State of Arizona and the City of Flagstaff has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Amendment No. Two.

By _____ Date _____
Assistant Attorney General

HSIP 4th / Cedar / Lockett Improvements

Project Limits



Approximate Project Limits

Approximate Project Limits

Vicinity Map



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: David Millis, Development Engineer
Co-Submitter: Stephanie Santana
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-15 and Ordinance No. 2024-13: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona declaring as a public record that certain document filed with the City Clerk entitled "2024 Amendments to Flagstaff City Code, Title 13, Engineering Design and Standards and Specifications for New Infrastructure." and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona amending the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure.

STAFF RECOMMENDED ACTION:

At the April 2, 2024 Council Meeting:

- 1) Read Resolution No. 2024-15 by title only
- 2) City Clerk reads Resolution No. 2024-15 by title only (if approved above)
- 3) Read Ordinance No. 2024-13 by title only for the first time
- 4) City Clerk reads Ordinance No. 2024-13 by title only (if approved above)

At the April 16, 2024 Council Meeting:

- 5) Adopt Resolution No. 2024-15
- 6) Read Ordinance No. 2024-13 by title only for the final time
- 7) City Clerk reads Ordinance No. 2024-13 by title only (if approved above)
- 8) Adopt Ordinance No. 2024-13

Executive Summary:

The intent of the Engineering Standards and Specifications is to provide information on minimum acceptable design and construction practices for new infrastructure in the City of Flagstaff. The last update to these standards was made in 2017. Since then, through regular use and enforcement of the standards, Engineering staff have identified some necessary amendments. These amendments have been proposed to correct errors and omissions, incorporate best practices, incorporate new technologies, improve the ease of interpretation of the standards, and provide consistency with other adopted codes and standards.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Engineering Design Standards Amendments.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Engineering Design Standards Amendments.

Previous Council Decision or Community Discussion:

During the February 27, 2024 Work Session the City Council discussed this proposed ordinance. The following are the changes staff made following the Council Work Session.

- Concerns from Council and the Community were raised regarding a proposed amendment to allow for

the use of roll curb in certain new residential subdivisions. Amendments to the existing standards affecting roll curb were removed pending additional Council, Commission and Community discussion.

- Language clarifying that roll curb may be used on new residential cul-de-sacs where lack of parkway and/or right-of-way causes any other standard driveway entrance type to be non-compliant with ADA sidewalk cross slope requirements is included in the proposed amendment.
- Clarifying language was added to the allowable height of traffic signals in accordance with MUTCD in response to Council discussion.
- A technical change to large diameter water valve specification was added to 13-09-006-0001.B.
- Staff updated a reference to a FUTS trail detail in subsection 13-09-001-0008.H.
- Changed a callout on detail 10-10-035 from "SIDEWALK/FUTS" to "PATH/SIDEWALK".

Options and Alternatives to Recommended Action:

The City Council may adopt, modify or deny the proposed amendments.

Background and History:

The City of Flagstaff last made major amendments to Title 13 of City Code entitled "Engineering Design Standards and Specification for New Infrastructure" (also referred to as the Engineering Standards) in Ordinance 2017-22. The City also made minor amendments to the Engineering Standards in Ordinance 2020-10.

The proposed and ongoing amendments to the Engineering Standards ensure that the City continues to address and improve public safety. These standards also ensure high performing infrastructure that will improve and reduce maintenance in the future.

The proposed amendments to the Engineering Design Standards are the result of input and review from an internal stakeholder committee. These draft amendments were circulated to City of Flagstaff departments including Planning, Housing, and Sustainability. The results were then presented to the community including, two public open houses, the Business Advocacy Division of the Chamber of Commerce, the Transportation Commission, the Bicycle Advisory Committee, the Pedestrian Advisory Committee, the Commission on Inclusive and Adaptive Living, and the City Council Work Session on 02/27/2024. Comments were solicited at these meetings and through the City's online community forum. The proposed amendments have been available on the City's website since 01/09/2024 and have been updated based on internal and external comments received, when appropriate.

Upon approval of the proposed amendments, Engineering will begin another regular revision cycle. Staff will include the same stakeholders, and involve key community partners, as we work through the next revision cycle. Staff will bring the next cycle of proposed administrative amendments to Council in approximately two to three years. Based on Council direction, staff will conduct additional consultation and outreach to the community, The Commission on Inclusive and Adaptive Living, and the construction and development community to further refine future proposed changes to the roll curb standards. Staff anticipate that other code revisions that include amendments to Engineering Standards driven by Council priorities and/or adopted policy may occur sooner than the next cycle of regular administrative amendments upon completion of the ongoing Code Analysis Project (CAP), which is anticipated to be complete by the end of 2024.

Connection to PBB Priorities and Objectives:

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
- Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.
- Enhance the understanding between the development community, the City and Flagstaff residents.
- Provide amenities that support a healthy lifestyle.
- Support the development of attainable and accessible housing.

Connection to Regional Plan:

RESOLUTION NO. 2024-15

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2024 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, contains engineering design standards and specifications setting forth minimum acceptable design and construction practices, and these standards and specifications are periodically amended to reflect new and best practices, changes to other codes that are incorporated by reference within these standards, clerical corrections, legal considerations and input from the community;

WHEREAS, the Engineering and Capital Improvements Division, in cooperation with staff members from other divisions, developed amendments to Title 13, and presented the proposed amendments in a press release, online at the City of Flagstaff Engineering web page, in two public open houses, to the Chamber of Commerce and made presentations to the Traffic Commission, Bicycle Advisory Committee, Pedestrian Advisory Committee Commission on Inclusive and Adaptive Living and City Council;

WHEREAS, the Engineering and Capital Improvements Division considered the comments received from internal and external stakeholders and incorporated them into the proposed in new Title 13 of the Flagstaff City Code;

WHEREAS, the document entitled “*2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure*” contains the Engineering and Capital Improvements Division’s recommended amendments to Title 13 of Flagstaff City Code;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to Title 13, Ordinance No. 2024-13, by first declaring said amendments to be a public record.

ENACTMENTS:

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

SECTION 1. In General.

That certain document known as “*2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in

compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Amendment for Adoption Engineering Design Standards

Provisions that are being deleted are shown in bold strikethrough.
Provisions that are being added are shown in bold red text.

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

13-04: Easements and Rights-of-Way

Section 1. Amend Title 13 Engineering Design Standards, Chapter 13-04: Easements and Rights-of-Way, as follows:

CHAPTER 13-04 EASEMENTS AND RIGHTS-OF-WAY

Divisions:

13-04-001 Easements

13-04-002 Public Right-of-Way

13-04-003 Work in Public Rights-of-Way and Easements

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Section 2. Amend Title 13 Engineering Design Standards, Chapter 13-04: Easements and Rights-of-Way, Division 13-04-001: Easements, Section 13-04-001-0003: Types, as follows:

A. Typical easement purposes are water, sewer, drainage, public utility, sidewalk, walkways, bike paths, urban trails, open space, slope, temporary turnaround, public service access, and temporary construction easements. However, any purpose agreed upon by both parties will constitute valid use. A vehicular no-access restriction may be required by the City, where vehicular access is not appropriate for safety or legal reasons.

B. More than one (1) type of easement may occupy the same ground, but if created at different times, the right and use by the senior grant may not be interfered with by the junior; nor can any easement be used for a purpose other than that recited in the grant.

~~1C.~~ The grantor may make use of the land subject to the easement but ~~must~~**shall** not interfere with the particular easement use or access thereto.

~~2D.~~ The ~~land owner~~**grantor or successor** ~~must~~**shall** allow the authorized utility company or City representative access to any ~~pipng and/or appurtenances~~**facilities** that lie within the ~~public utility~~ easement.

~~a1.~~ Access is defined as the ability to ~~walk~~**drive ordinary construction equipment** to the ~~pipng and/or appurtenance~~**facility**.

~~(1)2.~~ In the event that ~~a fence or wall is authorized within the easement, no access is available from the installation of a non-edifice,~~ a gate **of sufficient width to allow access by ordinary construction equipment, four (4) feet, zero (0) inches minimum in width,** may be required ~~to be installed that will allow access.~~

~~(2)~~ The gate may be equipped with a City lock interlocked with a lock from the ~~private resident~~**grantor or successor**.

~~3E.~~ ~~No permanent structures will be allowed to~~**Permanent obstructions shall not** be constructed within, or over the top of, ~~the a~~ public utility or drainage easement **except with written permission by the City Engineer. Unauthorized permanent obstructions constructed in an existing public utility or drainage easement shall be removed by the property owner at their expense.**

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

a1. A permanent ~~structure obstruction~~ is defined as ~~a masonry fence (including trash enclosures), or any part of a building or structure that requires a building permit~~ **any wall (including a trash enclosure), any fence that lacks panels that are removable by hand utilizing only simple hand tools, a retaining wall of any height or type (including stacked rock, railroad ties, interlocking masonry, landscape timbers, etc.), sport courts, shade structures, sheds, signage not easily removed with hand tools, or any part of a building or structure that requires a building permit. Trees and other large plantings are classified as permanent obstructions where such plantings would restrict access within the easement. Exceptions may be granted for certain permanent obstructions particularly at property lines where the easement on both sides of the permanent obstruction is otherwise accessible and the obstruction is generally placed perpendicular to the easement.**

~~b. A nonpermanent structure is defined as a wooden or chain link fence, curb and gutter, parking lot, landscaping, and buildings or structures that do not require a building permit.~~

~~eF. In the event that the~~ **a pipe and/or appurtenance facility** must be repaired, maintained, or reconstructed, and ~~a nonpermanent structure~~ **an allowable feature** has been constructed over the easement, the City may require the property owner to remove the ~~nonpermanent structure feature~~ in order for the City to make the repair, perform maintenance, or do reconstruction.

1. Allowable features that may be placed in easements shall not interfere with drainage or access within the easement. Examples of features that ordinarily would be allowable include curb and gutter, pavement, sidewalks, landscaping and light weight fences with removable panels such as wood, iron or certain wire/chain link designs and which are generally perpendicular to the easement (other than drainage easements). Fences are not allowed across drainage easements with open channels. Removable fences with minimum eight (8) foot gates are permitted across drainage easements with underground storm drains.

~~(1)2.~~ The property owner may reinstall the ~~structure feature~~ at the owner's expense.

~~d. In the event that the pipe and/or appurtenance must be either repaired, maintained, or reconstructed, and a permanent structure has been constructed over the easement, the permanent structure must be removed by the property owner in order to complete the repair, maintenance, or reconstruction and may not be reinstalled.~~

~~eG. In the event that the structure, either permanent or nonpermanent,~~ **If the City requires a property owner to remove a permanent obstruction or allowable feature under parts E or F of this section and the structure is not removed immediately in a timely fashion,** the City shall have the right to remove the structure and charge the property owner for this effort.

~~fH. Private services shall not be installed in a public easement or right-of-way parallel to public utility lines the easement or right-of-way.~~

~~CI. Fences are not allowed across drainage easements with open channels. Removable fences with minimum eight (8) foot gates are permitted across drainage easements with underground storm drains.~~

I. No grading other than minor levelling or surface amendments shall be made within any easement that could affect drainage or cover over subsurface facilities without written approval from the City Engineer.

~~DJ.~~ An easement does not become void or nonexistent if it ceases to be used for the purpose for which granted unless the grant carries a limitation to that effect.

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

1. An easement can be of a temporary nature and cease to exist at the time specified on the grant. ~~One (1)~~An example would be a construction easement adjoining a permanent easement or a turnaround to be abandoned when the street is extended.

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Section 3. Add Title 13 Engineering Design Standards, Chapter 13-04: Easements and Rights-of-Way, Division 13-04-003: Work in Public Rights-of-Way and Easements, to read as follows:

Division 13-04-003

Work in Public Rights-of-Way and Easements

Sections:

13-04-003-0001 Permit Requirements

13-04-003-0002 Project Clean-up Requirements

13-04-003-0001: Permit Requirements

A. Prior to the issuance of a permit, the permittee shall provide the City of Flagstaff with:

1. One copy of the certificate of commercial general liability insurance naming the City as an additional insured, the general liability endorsement, and the additional insured endorsement. The endorsements shall include the policy numbers and the policy numbers must match those listed on the certificate of insurance. The minimum limits of coverage shall be those currently required by the City of Flagstaff Risk Management Section. This insurance shall in no way limit the extent or enforcement of the hold harmless agreement in Subsection C below.
2. An electronic copy of the construction plans. The City Engineer may waive this requirement for minor work, in which case the applicant shall submit a sketch that depicts, in suitable detail, the proposed work.
3. For work in public rights-of-way that requires the restriction of vehicle, bicycle, or pedestrian traffic, the permittee shall submit electronic copies of a traffic control plan conforming to the requirements of the MUTCD and Division 13-06-008. The City Engineer may suspend this requirement for minor work.

B. This permit is for the time period indicated. Should the permittee be unable to complete the work in the specified time (adverse weather conditions excepted), the permittee shall make application to the City of Flagstaff for a time extension and pay to the City an amount equal to 50% of the original permit fees.

C. All work permitted shall be done at no expense to the City of Flagstaff, and the permittee shall indemnify, defend, and hold harmless the City of Flagstaff from and against any and all liability or responsibility for any accident, loss, damage to persons or property, or expenses (including reasonable attorney fees and court costs), arising from and/or occurring as a result of any death, bodily injury, personal injury, or property damage of any kind or description that may directly or indirectly relate to or stem from any work or activities under the terms of this permit. In essence, permittee shall assume all said liabilities and/or responsibilities and protect and/or restore all property

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

both public and private damaged as a result of the activities of the permittee, its agents, employees, or contractor.

D. The permittee shall adhere to all Federal, State, and local laws, ordinances, and regulations.

E. All permitted work shall be performed in accordance with the requirements of the City Engineer, the Uniform Standard Specifications for Public Works Constructions (MAG Specifications), City of Flagstaff Addendum to MAG, Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, Uniform Standard Details for Public Works Construction (MAG Details), and the City of Flagstaff Stormwater Design Manual; and the approved plans, construction schedules, and traffic control plans submitted with the application for permit.

F. Where a proposed underground utility is installed under an asphaltic or portland cement concrete surfaced roadway, the installation shall be made by boring or jacking beneath the road surface. Pavement cuts are permitted only when:

- 1. Physical constraints such as bedrock or indeterminable infrastructure prevent boring or jacking,**
- 2. An unsuccessful attempt has been made to bore or jack the installation,**
- 3. Connection to an existing utility located beneath the paved portion of the roadway is necessary,**
- 4. Right-of-way limits do not accommodate a boring operation,**
- 5. Boring will result in an inordinate cost when compared to an open cut (double the cost as demonstrated by an engineer's estimate or actual construction bid), or**
- 6. The surface of the roadway is in a badly deteriorated condition such that a pavement cut will not detract from the integrity of the surface, as determined by the City Engineer.**

G. When trenching is necessary, and permanent pavement patch is not practicable, temporary trench pavement shall consist of UPM (Unique Paving Material) or approved equal. In lieu of placing UPM, the permittee may elect to completely backfill the trench to within two inches of the finish trench grade with non-shrink slurry backfill conforming to Section 13-09-006-0003. The final two inches shall be MAG Class C concrete.

H. The use of trench plating shall be prohibited from November 1st to April 1st unless specifically allowed by the City Engineer. Approved trench plates shall be installed per MAG Standard Detail 211.

I. Temporary traffic control or signage shall not be placed in the right-of-way without written authorization of the City Engineer.

J. Should blasting be required, an additional permit shall be obtained from the City of Flagstaff Fire Department.

K. The permittee shall notify the assigned inspector on the working day immediately preceding the date work will commence, or recommence after a stoppage.

L. The permittee shall fully conform to the requirements of A.R.S. Section 40-360.21 et seq. (Arizona 811 requirements, call 811).

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

- M. The permittee shall fully conform to the requirements of A.R.S. Section 40-360.41 et seq., restrictions for working near or over power lines.**
- N. The permittee shall be fully responsible for all work performed under this permit, including, but not limited to, workmanship, and worksite clean-up as specified in Section 13-04-003-0002.**
- O. All work permitted herein shall be guaranteed against all defects in material and workmanship for one year from the date it is accepted by the City Engineer.**
- P. Upon acceptance by the City Engineer, all public roadway drainage, water, and sewer facilities shall become and remain the property of the City of Flagstaff.**
- Q. The permittee may be required to perform special requirements as determined by the City Engineer.**

13-04-003-0002: Project Clean-Up Requirements

- A. All contractors working within the City of Flagstaff, both on public property or private property, shall perform their work in such a way as to minimize the dust, dirt, mud, trash, and other debris that leaves, by any means, the construction area. This may include necessary watering (the use of City reclaimed wastewater is encouraged and it is required on all major construction activity in accordance with Section 7-03-001-0015, Cross Connection Control), a dust palliative, silt fencing, best management practices, or whatever else that may be necessary to protect private and public property from undue inconvenience or hazards.**
- B. Any public or private property that is damaged, soiled, muddied, or otherwise marred shall be restored and returned to its original condition by the contractor, developer, or property owner. This work may include repairs to street pavement, removal of mud and debris, street sweeping, watering (the use of City reclaimed wastewater is encouraged), and other work as necessary to restore the public property to its previous condition. The restoration of private property shall include sweeping, debris removal, and other clean-up or repairs needed to restore the private property to its original condition.**
- C. When, in the opinion of the City Engineer, Street Superintendent, or Chief Building Official construction activity results in undue inconvenience or hazards to the public, the City Official may give a written order instructing the contractor to do any of the following:
 - 1. Change the work methods causing the damage or hazard within a specified time frame.**
 - 2. Perform the necessary clean-up work or repairs to remove the damage or hazard.**
 - 3. Cease immediately the construction activity causing the damage or hazard.****
- D. The contractor, or property owner if no contractor is on the project, is responsible for any needed clean-up resulting from the construction activity on the property owner's project. This responsibility shall include damage resulting from vehicles or machinery of the subcontractor and materials suppliers.**
- E. Should the contractor or property owner not perform the needed repair or clean-up within 24 hours of written order, the City may arrange for the needed clean-up or repairs to be performed. The contractor or property owner shall pay the cost of the clean-up or repairs to the City prior to the**

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

acceptance of the public improvements or occupancy of on-site buildings. Any unpaid charges may be collected from any sureties for the project on deposit with the City.

F. Contractor shall not store material within the rights-of-way of public streets without the written permission of the City Engineer or his authorized representative. When allowed, storage shall be performed to minimize inconvenience and hazard to the public. A traffic control plan shall be submitted by the contractor for review by the City Traffic Engineer. The Traffic Control Plan shall show all devices necessary to conform with MAG Part 400. Under normal conditions, storage of materials will be allowed only on streets closed to public travel.

G. The City Engineer may direct that the contractor access construction sites by routes causing the least potential inconvenience and damage to public and private property. This direction may include the use of alternate routes for construction vehicles, workers access to the construction site, and delivery materials.

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13-06-002: Plans Required

Section 4. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0001.1.1: Modifications, to modify 13-06-002-0001.1.1.A(3) as follows:

3. A narrative as to why the standard cannot be met. Cost **alone** is not a justification for modifying standards. **Where cost is a consideration, the narrative shall include a sealed Engineer's Estimate of Probable Cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.**

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Section 5. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0003: Format, to modify 13-06-002-0003.A as follows:

A. All construction plans (grading, drainage, street, water, and sewer) ~~must~~**shall** be submitted in a clear, neat format, with an uncluttered appearance, which conveys all pertinent information at a one (1) inch equals forty (40) feet ~~(1:500)~~ scale horizontal (one (1) inch equals twenty (20) feet may be required if necessary to meet the appearance of objectives), and one (1) inch equals four (4) feet, ~~(1:50)~~ vertical, or larger. Overall drawing size shall be twenty-four (24) inches by thirty-six (36) inches and shall have a left margin of two (2) inches and a margin of one half (1/2) inch on all other sides. An index map to a set of detailed plans in excess of two (2) sheets shall be presented.

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Section 6. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0004: Drafting Standards, as follows:

E. Plan originals shall be ~~on a high quality transparent mylar similar or equal to K & E four (4) mil. reverse double matte~~**submitted electronically, in PDF format.**

F. ~~Stick-on materials, other than standard Blue Stake stickers, will not be allowed on plan originals.~~**During the Civil Plan Review process, a description of any changes made to each plan sheet**

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since the previous submittal shall accompany the resubmittal. The design engineer may choose to cloud the specific changes on the affected plan sheets or provide a list of changes organized by plan sheet and including a description of each substantive change made since the previous submittal. The itemization of the plan changes shall include a certification by the design engineer that the list of changes incorporates all changes since the previous submittal. Non-substantive changes such as typographical corrections, line weight changes or similar alternations to the plans and which do not affect the functional design need not be included in the list of changes. Where entire plan sheets are replaced or added additional plan review fees shall accompany the resubmittal in accordance with the fee schedule adopted at the time of the initial plan submittal.

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Section 7. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0005: Cover Sheets, to add the following:

O. Provide a blank space in the title block, in the same location on each sheet, with an aspect ratio of 2.5:1 for a City approval stamp. It shall be similar in scale to the Engineer's Stamp.

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Section 8. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0008: As-Built Plans, as follows:

C. Procedure.

1. All as-builts shall have an applicant transmittal attached as documentation of who is submitting them. This is necessary in order to process the plans and for contact information when the review is complete. Plans will not be reviewed if this documentation is missing and/or the submittal is deemed incomplete based on the checklist.

2. All as-built plans submitted for review shall ~~consist of two (2) clean blue or black line paper sets (copied from the original mylars, not a permit set)~~ **be submitted electronically, in PDF/A format,** containing all the original signatures. ~~One (1) set will be reviewed and returned if there are City comments. A, all comments must~~ **shall be addressed and resubmitted. Two (2) revised plan sets will be required with each resubmittal** along with the previous redlined review set until final City approval.

3. ~~Upon City approval, one (1) set of mylars shall be submitted to the City for permanent record.~~ If the project is developed in phases, as-built ~~information/~~ **plans will** ~~shall~~ **be submitted once the work is complete in that for each** phase.

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Section 9. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0009: Final Plan Submittal, as follows:

Upon approval of the construction plans, but prior to the issuance of a permit for construction, ~~one (1)~~ **a complete set of "for construction" plans which include the engineer's seal, date, and signature on each sheet originals (which shall be a four (4) mil reverse double matte mylar of legible quality) and one (1) additional cover sheet** shall be submitted to the City for signatures **in PDF format. One (1) signed cover sheet** ~~The City will apply the approval stamp and the signatures of the City Engineer, Water Services Director and Public Works Director and then will be returned the plans to the consultant design engineer for their records in PDF/A format. The City will retain the complete original set as the official plans for the project.~~ The ~~consultant design engineer~~ **will then provide the City with three (3) full-size, legible blue line paper-plan sets for issuance of construction Engineering permits.** ~~In addition, unless specifically~~

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~~exempted by the City Engineer, the consultant shall provide to the City the approved plans digitally, as required by the City's "Digital Data Submission Standards" (when developed and adopted).~~

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13-06-003: Grading Plans

Section 10. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-003: Grading Plans, Section 13-06-003-0002: Plan Presentation, as follows:

~~One (1) mylar (four (4) mil. double matte) of~~ **The approved grading and drainage plan(s) shall be submitted electronically, in PDF/A format, as public record prior to issuance of the grading permit.**

At a minimum, the grading plan shall be prepared in accordance with the City of Flagstaff Stormwater Design Manual and the latest edition of the International Building Code.

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13-06-007: General Notes

Section 11. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-007: General Notes, Section 13-06-007-0001: General Notes, to add the following to 13-06-007-0001.A:

- 21. All survey monuments within or around the construction area shall be protected in place. Any monuments that are disturbed or displaced by construction shall be reset by the RLS at the contractor's expense in accordance with City of Flagstaff Engineering Standards Section 13-03-005-0004 and A.R.S. 33-103.**
- 22. The use of trench plating shall be prohibited from November 1st to April 1st unless specifically allowed by the City Engineer.**

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Section 12. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-007: General Notes, Section 13-06-007-0002: Water and Sewer Notes (Water and Sewer Plans), to add the following:

- S. Any existing water stub which is not utilized as part of the approved civil plans shall be abandoned and the valve at the main shall be removed and replaced with a blind flange, repair coupling or other approved method.**
- T. The contractor shall verify that the size of water service and water meter indicated on these plans matches that indicated on the approved building plumbing plan set. In the event there is a discrepancy contact City of Flagstaff Water Services to confirm correct size prior to installation of water service. Where the new service is being installed to a parcel or lot for which no City-approved construction plans exist, consult Engineering Standard Table 13-09-003-04 for the most applicable water service size based on the anticipated use of the property and taking into account those subdivisions where residential fire sprinklers are required.**

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U. All new or relocated fire hydrants shall be tested in accordance with AWWA M-17 procedure and observed by a representative of the City Engineer with the test procedure and results documented on a form prescribed by the City Engineer. All hydrant testing shall be scheduled with the Engineering Division. Under no circumstances may an active hydrant be operated by persons other than authorized City of Flagstaff personnel.

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13-06-008: Construction Traffic Control Plans

Section 13. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-008: Construction Traffic Control Plans, Section 13-06-008-0001: General, as follows:

A. A construction traffic control plan is required for any survey, construction, utility, or maintenance activity performed in public rights-of-way or transportation-related easements that impacts the use or function of, or requires the temporary closure of streets, travel lanes, alleys, sidewalks, bikeways or bike lanes, or FUTS trails. Public utility companies responding to active emergency repairs may erect traffic control measures within the Right-of-Way in accordance with applicable regulations and best practices without first submitting a traffic control plan. The public utility must notify the City of Flagstaff Traffic Engineering Section as soon as practical and in no case later than the next business day after initiating such response where traffic control measures must remain in place more than one business day. Additional traffic control measures and/or a traffic control plan may be required by the City of Flagstaff Traffic Engineering Section.

B. Construction traffic control plans shall be in conformance with the requirements of the Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD). All traffic control plans shall be approved by the ~~City's Traffic Engineering Manager~~ **City of Flagstaff Traffic Engineering Section prior to issuance of any permits associated with the plans. When a project involves construction that requires a substantial traffic control plan, the plan shall be submitted together with the construction plans to allow for the necessary review time **and implementation of phased construction as needed to minimize traffic impacts.****

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Section 14. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-008: Construction Traffic Control Plans, Section 13-06-008-0002: Plan Presentation, as follows:

A. Construction traffic control plans are required for controlling public and construction traffic through work areas and zones as well as for other permitted activities within the public rights-of-way and easements. Traffic control plans may reference particular typical drawings contained in Part VI of the MUTCD for work of a minor nature. Traffic control plans shall be prepared by **trained** persons knowledgeable with the fundamental principles of temporary traffic control and the work activities to be performed.

B. The traffic control plan shall include, but is not limited to, the following:

1. ~~Scaled drawings conforming to City Standard Specification No. 6-05-010 of the construction zone, detours, construction stages, and affected surrounding areas. The scale of the drawings shall be one (1) inch equals twenty (20) feet (1:200), for construction zones under three hundred (300) feet in length and one (1) inch equals forty (40) feet (1:500) or one (1) inch equals fifty (50) feet (1:500) for construction zones greater than three hundred (300) feet in length.~~ **Dimensioned drawings including construction zone, detours, construction staging, and affected surrounding areas.**

2. Project name and address.

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~~3. City permit number.~~

~~43.~~ Plan preparation date.

~~54.~~ Time of day (if applicable) that construction traffic control is to be in place.

~~65.~~ Traffic control responsibility (name, address, telephone number and contact person for barricade company).

~~76.~~ A listing of all traffic control devices specified for installation.

~~87.~~ The size of the work area (all dimensions).

~~98.~~ The location of the work area in relation to the cross streets, alleys, or other major reference points (show all distances and dimensions).

~~109.~~ **Pedestrian and bicyclist accommodation through the construction zone, including temporary realignment or rerouting of** ~~How~~-existing pedestrian and bicycle facilities ~~will be temporarily or permanently rerouted~~ through or around the construction zone.

10. Accessible routes through or around the construction zone that comply with the Americans with Disabilities Act (ADA).

11. Relocation of transit stops and the continuation of pedestrian access to them. **When relocation of a transit stop is required, the traffic control plan shall include a note that reads as follows:**

a. Permittee shall contact the dispatch office responsible for the transit stop to coordinate relocation a minimum of 3 business days in advance.

12. Impacts on access to existing parking facilities including, but not limited to, garages, carports, and surface lots.

13. Provisions for special human resource requirements, such as flaggers (equipment, clothing, and flagging methods are required to conform to the MUTCD in every instance).

14. Telephone numbers of persons to be contacted in an emergency and for maintenance of traffic control devices.

15. A construction schedule, as well as a schedule of the times of day when work is permitted or when certain lanes are to remain open. **If work extends past approved traffic control plan, a new plan with the updated dates needs to be resubmitted for approval.**

16. A note indicating notification signage to be posted 5 business days prior to work, if required. Variable message boards shall be used for lane reductions on arterial streets, or full closures on arterial, collector, or commercial local streets. Static signage shall be used for full closures on local streets and alleys that are used for access to properties.

17. A note indicating that the Traffic Control Plan is only approved for implementation on the specific dates and times indicated and when the written approval stamp has applied been by the City of Flagstaff Traffic Engineering Section.

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13-09-001: Underground Utilities

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Section 15. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-001: Underground Utilities, Section 13-09-001-0008: Utility Alignment and Easement Requirements to modify 13-09-001-0008.G, as follows:

G. Public utility, **sewer, and water** easements shall be free of all **permanent** obstructions and shall **comply with Division 13-04-001. at all times be accessible to City service vehicles and equipment. No buildings, sport courts, fences, shade structures, or permanent structures of any kind shall be constructed upon, over, or under a water, sewer, or drainage easement. No landscaping shall be placed within an easement which would render the easement inaccessible by equipment. The City of Flagstaff Utilities Division has the right to cause any obstruction to be removed without notice to the property owner and all related costs shall be the property owner's responsibility.**

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Section 16. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-001: Underground Utilities, Section 13-09-001-0008: Utility Alignment and Easement Requirements to modify 13-09-001-0008.H, as follows:

H. For sewer or water easements not located within a public street, an all-weather access road is required if manholes, valves, fire hydrants, or other appurtenances requiring City access lie within the easement. The access road shall have a minimum width of ten (10) feet and shall be constructed in accordance with the structural section in Standard Detail No. ~~t (unpaved)~~ **14-02-002. For those access roads not dedicated as FUTS trails, the aggregate surface course shall be replaced by a full-depth ABC section.** The access road shall connect to a public or private road.

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13-09-002: Sewer System Design

Section 17. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-002: Sewer System Design, Section 13-09-002-0005: Velocities of Flow, to modify Table 13-09-002-02 as follows:

Table 13-09-002-02

Pipe Size (inches)	Min. Slope (%) 2 fps **		Max. Slope (%) 10 fps *	
	n = 0.010	n = 0.013	n = 0.010	n = 0.013
8	0.20	0.34	4.91	8.29
10	0.15	0.26	3.65	6.16
12	0.11	0.20	2.86	4.83
15	0.085	0.15	2.12	3.59

Note: * PVC (n = 0.010) DIP (n= 0.013)

**** Minimum slopes for PVC shall also be calculated using a coefficient of roughness of 0.013.**

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Section 18. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-002: Sewer System Design, Section 13-09-002-0007: Design and Spacing of Manholes, as follows:

A. Manholes are to be installed at the end of each line; at all changes in grade, size, horizontal or vertical alignment, ~~pipe material~~; at all intersections of mains and service connections greater than six (6) inches in diameter; and at distances not greater than four hundred (400) feet for sewers twelve (12) inches or less, and five hundred (500) feet for sewers greater than twelve (12) inches.

Table 13-09-02-004

Minimum Manhole Diameter

PIPE SIZE (INCHES)	MANHOLE DEPTH (FT)	MANHOLE DIAMETER (INCHES)	FRAME AND COVER DIAMETER (INCHES)
Less than 12"	12 and less	48	24

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Table 13-09-02-004

Minimum Manhole Diameter

PIPE SIZE (INCHES)	MANHOLE DEPTH (FT)	MANHOLE DIAMETER (INCHES)	FRAME AND COVER DIAMETER (INCHES)
Greater than 12"	Greater than 12	60	30
15" and larger	Any	60	30
Drop Manholes	Any	60	30

C. A drop manhole is to be used when a sewer enters a manhole two and one-half (2.5) feet or more above the manhole invert in accordance with MAG Detail No. 426.

1. If there is less than two and one-half (2.5) feet of fall, redesign of sewer grades is required to result in a maximum of one-half (0.5) foot above the flow line of the outlet.
2. Sewer grades shall be normally designed to provide one-tenth (0.1) foot fall from the flowline inlet to the flowline outlet within the manhole.
3. When a sewer main joins a ten (10) inch or greater main, the top of each pipe shall match at their intersection of the manhole.
 - a. The maximum horizontal deflection angle (inlet to outlet) for an eight (8) inch main shall be ninety (90) degrees.
 - b. For mains ten (10) inches and larger the maximum deflection angle shall be sixty (60) degrees.
 - c. The minimum flow line radius shall be two (2) feet.

D. Concrete caps on manholes located outside roadways or parking lots shall have a continuous No. 3 rebar centered in the cap.

E. One (1) adjustment ring or one (1) row of bricks is required on all manholes. The ring and cover shall not be set directly on the cone.

F. Manhole covers **must shall** have a pickhole and watertight manhole covers **must shall** have a concealed type pickhole for removal of the cover. Bolts on watertight manhole lids shall be stainless steel.

G. Where corrosive conditions due to septicity or other causes are anticipated, consideration shall be given to providing corrosion protection on the interior of the manholes.

H. Manholes shall be pre-cast concrete or poured-in-place concrete type. Manhole lift holes and grade adjustment rings shall be sealed with non-shrinking mortar.

1. Inlet and outlet pipes shall be joined to the manhole with a gasketed, flexible water-tight connection or any water-tight connection arrangement that allows differential settlement of the pipe and manhole wall to occur.

I. Watertight manhole covers shall be used whenever the manhole is located in a floodplain, wash, or other areas known to be subject to stormwater runoff.

J. Locked manhole covers may be required in isolated easement locations or where vandalism is anticipated.

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K. When connecting to an existing manhole, coring will not be accepted. The connection shall be made with a new cast in place manhole.

L. Manholes should be located outside of sidewalks, bikeways, bike lanes, and FUTS trails when feasible.

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Section 19. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-002: Sewer System Design, Section 13-09-002-0010: Sewer Services, to modify 13-09-002-0010.A as follows:

A. Sewer services shall be installed perpendicular (not parallel) to the right-of-way or easement, within the right-of-way or easement, and shall not be installed across another's ~~private property parcel or lot~~ **except where service is perpendicular to, and entirely within a public utility or sewer easement. Private easements across separate parcels will not satisfy the requirements of this section.** Sewer services are prohibited on sewer transmission mains that are eighteen (18) inches or larger.

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13-09-003: Water System Design

Section 20. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-003: Water System Design, Section 13-09-003-0005: Valve Locations, to modify 13-09-003-0005.B as follows:

B. Valves shall be generally located as follows, unless otherwise approved by the Utilities Division:

1. At intervals to isolate no more than two (2) fire hydrants at any time.
2. At minimum intervals of five hundred (500) feet in commercially zoned areas and residential off-site water mains.
3. In residential areas to isolate a maximum of thirty (30) services (approximately six hundred (600) feet).
4. At minimum intervals of eight hundred (800) feet for transmission lines.
5. Valves shall not be located in street gutters, valley gutters, concrete aprons, or in driveways.
6. **Valves should be located outside of sidewalks, bikeways, bike lanes, and FUTS trails when feasible.**
7. Three (3) valves are required on a four (4) way cross, two (2) valves minimum are required on all three (3) way tee fittings.

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Section 21. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-003: Water System Design, Section 13-09-003-0007: Water Services, to modify 13-09-003-0007.F as follows:

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F. Water services, meter, and box shall be installed perpendicular (not parallel) to the main line, within the right-of-way or easement, ~~and. Water services shall not be installed across another's private property parcel or lot except where service is perpendicular to, and entirely within a public utility or water easement containing a public water main on the affected lot. Water service easements across separate parcels will not satisfy the requirements of this section.~~ Water service lines between a water main and water meter shall be installed perpendicular to the water main unless otherwise approved by the City Engineer. **Water meters shall be located at the frontage of the lot being served.**

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13-09-006: Sewer and Water Line Materials

Section 22. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-006: Sewer and Water Line Materials, Section 13-09-006-0001: Sewer and Water Line Materials and Construction, to modify 13-09-006-0001.B.4 as follows:

4. Valves. Gate valves with AWWA C515 two hundred fifty (250) psi rating shall be used on water mains that are twelve (12) inches and smaller in diameter. Gate valves with nonrising stems shall be used for all locations and be resilient seat and epoxy coated inside and out. ~~Butterfly valves with C504 two hundred fifty (250) psi rating shall be used on all water mains fourteen (14) inches and larger in diameter. All butterfly valves shall be resilient seat and epoxy coated.~~ **For water mains fourteen (14) inches and larger in diameter, the gate valve shall be buried so that the top of the bonnet is at least 36" below subgrade. When circumstances don't allow for this minimum depth, the gate valve shall be buried horizontally and use a bevel gear actuator.**

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Section 23. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-006: Sewer and Water Line Materials, Section 13-09-006-0006.2: Fire Hydrant Specifications, to modify 13-09-006-0006.2.R as follows:

R. A class "A" concrete pad four (4) to six (6) inches thick and three (3) feet by three (3) feet square shall be placed around a fire hydrant barrel a minimum of ~~threetwo (32) inches~~ **and a maximum of eight (8) inches** below the bottom of a traffic flange; ~~six (6) inches maximum.~~

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Section 24. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-006: Sewer and Water Line Materials, Section 13-09-006-0006.3: Fire Hydrant Installation Notes, to add the following to 13-09-006-0006.3.A(5):

c. When ten (10) foot spacing from the edge of the driveway is not practical, the design shall maximize available space behind the sidewalk.

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13-10-002: Street Design

Section 25. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-002: Street Design, Section 13-10-002-0001: Street Design, as follows:

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Street design shall:

- A. Provide for appropriate continuation of existing and proposed arterial and collector streets and bikeways in accordance with the most recently adopted version of the Regional Plan and Division 13-10-014.
- B. Provide sufficient rights-of-way for local service or a frontage street along major highways, or other treatment by separation to protect residential properties along arterial and collector streets.
- C. Correlate with the drainage facilities when streets are used for on-site local drainage.
- D. Be designed so that through traffic in residential districts is carried on arterial and collector streets. Residential subdivisions shall be designed so that the local streets provide vehicular, bicycle, and pedestrian access to the residences and services of the homes fronting the streets. Table 13-10-~~011~~**002**-01 identifies the application of the different street cross sections, which are based on the total traffic volumes of the street.
 - 1. In order to provide neighborhoods that are safe, functional, and express an atmosphere of community, subdivisions ~~shall~~ **should** be designed so that the **residential** local streets carry volumes no greater than ~~one thousand five hundred (1,000500)~~ ADT. When the traffic volumes on a given street exceed ~~one thousand five hundred (1,000500)~~ ADT, it ~~shall~~ **should** only provide access to a local street and not to residential properties. In those instances, the typical street section used shall be a minor collector as follows: The section will exclude the center left turn lane (left turn lanes will be required as needed where the minor collector intersects another collector or arterial street).

Table 13-10-002-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Max. Through Lanes	4	4	4	2	2	2	2
Maximum Average Daily Traffic						1,000	500
On Street Parking	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Bicycle Provision	4.5'	4.5'	4.5'	4.5'	In travel lane	In travel lane	In travel lane
Total A.C. Width	68'	68'	**68'/64'	42'	24'	33'	29'

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Table 13-10-002-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Width (B.C. to B.C.)	72'	72'	**72'/68'	46'	28'	37'	33'
Minimum R.O.W. (See Note No. 2)	98'	98'	**96'/92'	70'	52'	61'	57'
Through Lane Width	12'	12'	12'>/=40 mph 11'<40 mph	11'	12'	NA	NA
Auxiliary Lane Widths	11'	11'	11'	11'	NA	NA	NA
Edge Treatments	Vertical C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G ***
Min. Sidewalks (See Note No. 3)	6'	6'	5'	5'	5'	5'	5'
Min. Parkway (See Note No. 8)	5'	5'	5'	5'	5'	5'	5'
Parking Lane	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Minimum Median Width (See Note No. 7)	15'	15'	15'	NA	NA	NA	NA
Max. A.C. Width @ Signal w/o Median	68'	68'	68'	68'	NA	NA	NA

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Table 13-10-002-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Max. A.C. Width at Nonsignalized Inters. w/o Median	48'	48'	48'	48'	NA	NA	NA
Corner Cut-Off (See Note No. 4)	25'	25'	20'	15'	15'	15'	15'
Curb Ret. Radius	30'	30'	25' **	20' **	20'	15'	15'
Design Speed	45 MPH	40 MPH	35–40 MPH	30 MPH	25 MPH	20 MPH	20 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	181'	100'	100'
Maximum Grade	6%	6%	6%/7%	8%	10%	10%	10%
Property Access (See Note No. 6)	Major D/W Only	Major D/W Only	Major or Combined D/W Only	Individual D/W Head Out	Individual D/W Head Out	Individual D/W Back Out	Individual D/W Back Out

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there shall be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

*** Roll curb is permitted on streets in townhome and planned options where lot widths are less than or equal to forty (40) feet. This is limited to those streets within the development that front the houses.

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Roll curb is permitted on residential cul-de-sacs per Engineering Standard Detail 10-04-010 in order to meet ADA requirements for maximum sidewalk cross slope at driveway entrances.

Table 13-10-002-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Max. Through Lanes	4	4	4	2	2
On Street Parking	6'	6'	6'	6'	6'
Bicycle Provision	5'	5'	5'	5'	In travel lane
Total A.C. Width	81'	81'	81'/77'	55'	36'
Width (B.C. to B.C.)	85'	85'	85'/81'	59'	40'
Minimum R.O.W. (See Note No. 2)	117'	113'	113'/109'	87'	68'
Through Lane Width (**)	12'	12'	12'>/=40mph 11'<40mph	11'	12'
Auxiliary Lane Widths	11'	11'	11'	11'	11'
Edge Treatment	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G
Min. Sidewalks	10'	10'	10'	10'	10'
Furnishing Strip	5'	3'	3'	3'	3'
Offset	1'	1'	1'	1'	1'
Parking Lane	6'	6'	6'	6'	6'

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Table 13-10-002-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Minimum Median Width (See Note No. 7)	15'=11' lane + 4' median	15'	15'	NA	NA
Max. Number of Lanes at a Signal w/o Median	6	6	6	6	NA
Max. Number of Lanes at a Nonsignalized Intersection w/o Median	4	4	4	4	NA
Corner Cut-Off (See Note No. 4)	25'	25'	25'	15'	15'
Curb Ret. Radius	30'	30'	20' **	20' **	25'
Design Speed	45 MPH	40 MPH	35–40 MPH	30 MPH	25 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	181'
Maximum Grade	6%	6%	6%/7%	8%	10%
Property Access	Major D/W Only	Major D/W Only	Major or Combined D/W Only	Individual D/W Head Out	Individual D/W Back Out

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

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2. For all truck routes, there shall be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

**Table 13-10-002-01 (Continued)
Functional Classification/Design Criteria**

RURAL						
Functional Classification (*)	Major Arterial (See Note No. 3)	Minor Arterial (See Note No. 3)	Major Collector (See Note No. 1)	Minor Collector (See Note No. 1)	Local	Local Narrow
Max. Through Lanes	2	2	2	2	2	2
On Street Parking	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Bicycle Provision	4'	4'	4'	4'	In travel lane	In travel lane
Total A.C. Width	32'	32'	32'	30'	26'	20'
Minimum R.O.W. (See Note No. 2)	60'	60'	60'	60'	50'	44'
Through Lane Width (**)	12'	12'	12'	12'	13'	10'
Edge Treatment	6 Foot Compacted Shoulders and Drainage Swales/Curb and Gutter Is Optional (See Note No. 9)					
Sidewalks	No Sidewalks or Parkway Section					
Parking Lane	Not allowed	Not allowed	Not allowed	Not allowed	N/A	N/A
Corner Cut-Off	30'	30'	20'	20'	20'	20'
Fillet Radius	30'	30'	20' **	20' **	20'	20'
Design Speed	45 MPH	40 MPH	35-40 MPH	30 MPH	20 MPH	20 MPH

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Table 13-10-002-01 (Continued)

Functional Classification/Design Criteria

RURAL						
Functional Classification (*)	Major Arterial (See Note No. 3)	Minor Arterial (See Note No. 3)	Major Collector (See Note No. 1)	Minor Collector (See Note No. 1)	Local	Local Narrow
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	100'	100'
Maximum Grade	6%	6%	7%	8%	10%	10%
Property Access	Major D/W Only	Major or Combined D/W Only	Major or Combined D/W	Individual D/W Head Out	Individual Back Out	Individual Back Out
Min. D/W to Intersection	(See Note No. 10)	(See Note No. 10)	(See Note No. 10)	(See Note No. 10)	10'	10'

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there shall be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

NOTES:

1. Rural residential local streets are for local access in lower density residential areas only. They provide a less intrusive design option for streets, which will experience low traffic volumes and no on-street parking. Critical to their successful operation is a site design that eliminates virtually all demand for on-street parking by providing large setbacks, long driveways, and many convenient on-site parking spaces for each dwelling.

The following minimum development criteria shall be met for the rural residential local streets:

Cluster and Single-Family Detached Development – The rural residential local street shall be used where the minimum lot size is twenty-five thousand (25,000) square feet. The rural residential local "narrow" street shall be used where the minimum lot size is one (1) acre.

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2. Additional right-of-way and/or easements may be required to accommodate turn lanes, traffic signals at intersections, drainage features, et cetera.
3. Sidewalks wider than five (5) feet may be required if high volumes of pedestrian traffic are expected, or in order to match existing adjacent sidewalks and master development plans.
4. The corner cut-off is normally a straight diagonal right-of-way line. A circular arc of this radius may be used if approved by the City Engineer.

At the intersection of two (2) streets of different classifications, the corner cut-off dimension and the curb return or fillet radius of the higher classification street shall be used.

5. For arterial and major collector streets, the relationship between super-elevation rate, runoff, and curve radius shall be determined from AASHTO tables for e-max equals four percent (4.0%). For local streets, the minimum delta angle (D) shall be greater than thirty (30) degrees. Minimum curve radii in the table are based on no super-elevation.
6. Pavement edge tapers shall be designed in accordance with City of Flagstaff Detail No. 10-10-031.
7. Medians shall be required on all arterials and major collectors and as outlined, or as required by the City Engineer.
8. Where new sidewalk is required in an existing development, the City Engineer may waive the requirement of a parkway if it is not practical to construct.
9. Where two (2) local residential "narrow" streets do not intersect at a right angle, the radius of curb returns on the acute angles shall be twenty (20) feet.
10. See Section 13-10-006-0001 for location of driveways adjacent to intersections.
11. For design criteria not addressed in this table, refer to AASHTO.

E. Require that new designs incorporate traffic calming techniques into all new residential streets. The goal is to reduce residential traffic speeds to within the design speed limits, while maintaining safe and reasonable access for all intended normal traffic. In order to achieve this objective, the maximum length of a roadway section between speed control points shall be six hundred sixty (660) feet. A speed control point is defined as any one (1) of the following:

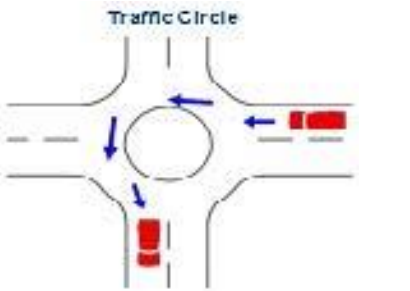

1. Any design condition that requires a complete stop such as the intersection of a local residential street with a collector or arterial street, or a "T" intersection between local streets. (Note: Stop sign control at the intersection between local streets does not qualify.)
2. A horizontal curve that does not exceed a radius of three hundred (300) feet and a corresponding delta of thirty (30) degrees minimum.

In the event that there are circumstances where it is not practical to achieve traffic calming measures with design features as stated above, Table 13-10-~~011~~002-02 is intended to provide the design engineer with a list of alternative traffic calming design features (listed in order of preference).

~~See Design Criteria, Table 13-10-011-01, for the design overview.~~

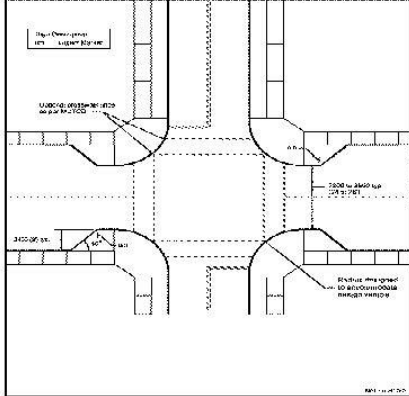
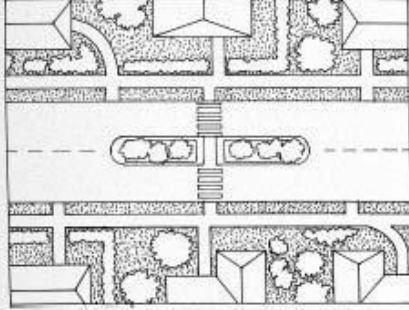
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-002-02 – New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
<p>Neighborhood Traffic Circle</p>	<p>Raised circular islands placed in intersections, around which traffic circulates. Typically, min. 14' diameter and includes 2-foot wide mountable truck apron and landscaping</p>		<ul style="list-style-type: none"> a. Effective moderating speed b. Improves safety c. Located at intersections, the ability to calm two streets d. Fixes grid that is adjacent e. Aesthetic landscape opportunity 	<ul style="list-style-type: none"> a. Difficult for large trucks to circumnavigate b. Designed such that the travel lane does not encroach upon crosswalks c. May eliminate on-street parking d. Maintenance e. Larger trucks may have to violate lane to navigate
<p>Roundabout</p> <ul style="list-style-type: none"> a. Local to collector b. Local to arterial c. Permitted under special circumstances 	<p>Larger than traffic circles and typically extends a minimum of 28' from center with 2' truck apron. The inscribed diameter should be 88' and 200'. Circulating roadway has a width of 14' to 19'</p>		<ul style="list-style-type: none"> a. Moderates traffic speeds on arterials b. Enhanced safety as compared to signalization c. Less operating expenses as compared to signalization 	<ul style="list-style-type: none"> a. May be difficult to navigate with large trucks b. Designed such that the travel lanes do not encroach into crosswalks c. Eliminates some on-street parking

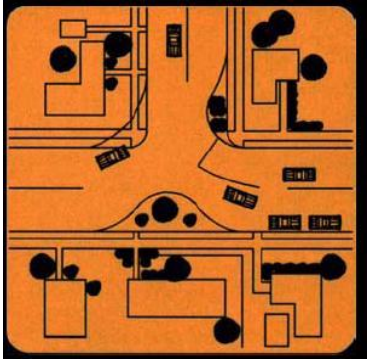
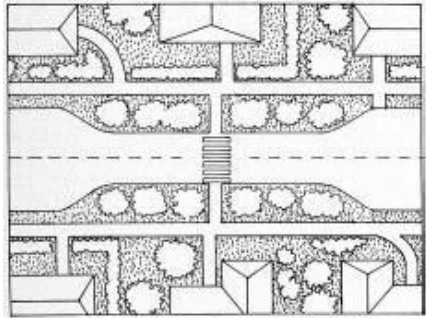
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-002-02 – New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
<p>Curb Extension</p> <p>a. Swells</p> <p>b. Elephant ears</p> <p>c. Located at intersections only</p>	<p>Comprises an angled narrowing of the roadway and widening of the sidewalk</p>		<p>a. Improves pedestrian circulation and space</p> <p>b. Through and left-turn movements are easily negotiable by large vehicles</p> <p>c. Creates protected on-street parking bays</p> <p>d. Reduces speeds, especially for right-turning vehicles</p>	<p>a. Effectiveness is limited by the absence of vertical or horizontal deflection</p> <p>b. May require the elimination of some on-street parking near the intersection</p> <p>c. May require slow right-turning emergency vehicles</p> <p>d. May require bicyclists to briefly merge with vehicular traffic</p> <p>e. May create pedestrian conflict</p>
<p>Center Island Narrowing</p>	<p>A raised island located along the centerline of a street that narrows the travel lanes at that location. A min. of 6' x 20' and landscaped with pedestrian cut-through</p>		<p>a. Increases pedestrian safety</p> <p>b. Reduces traffic volume</p>	<p>a. Speed reduction effect is limited by absence of any vertical and horizontal deflection</p> <p>b. Eliminates some on-street parking</p>

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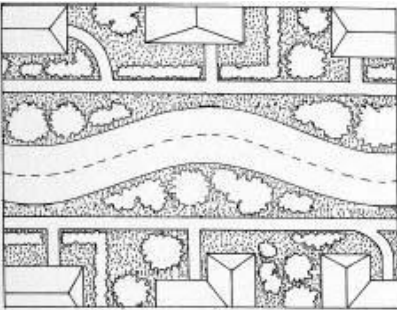
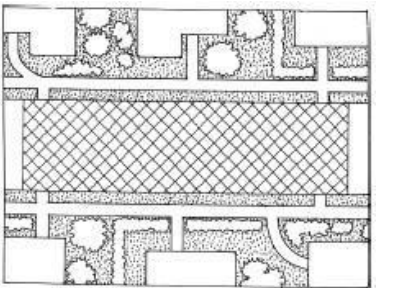
Table 13-10-002-02 – New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
				c. 300' to 500' spacing between center islands for smooth speeds
Realigned Intersection	Changes in alignment that convert T-intersections with straight approaches into curving streets that meet at right-angles		a. Effective at reducing speeds and improving safety at T-intersections that have been ignored by motorists b. Eliminates unnecessary pavement	a. Curb realignment could be costly b. May require additional right-of-way
Choker	Midblock curb extensions that narrow the street by expanding the sidewalk or adding a planting strip and often are installed at midblock crossings		a. Easily negotiated by large vehicles b. Reduces speed and volume	a. Effect upon speed is limited by the presence of vertical and horizontal deflection b. Bicycles briefly merge with traffic c. Eliminates some on-street parking

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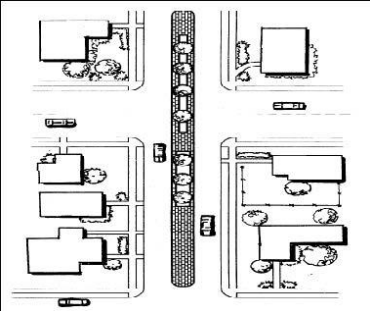
Table 13-10-002-02 – New Design and Retrofit of Existing Streets

Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
<p>Chicane</p>	<p>Literal shifts that alternate on both sides of the street creating a S-shaped path of travel</p>		<p>a. Reduces speed through horizontal deflection</p> <p>b. Larger vehicles can easily negotiate</p>	<p>a. Designed to prevent drivers from varying from lane</p> <p>b. Curb alignment and landscaping could be costly</p> <p>c. Drainage a consideration</p> <p>d. May eliminate some on-street parking</p> <p>e. Snow plowing may be difficult to maneuver</p>
<p>Textured Pavement</p>	<p>A surface material on the roadway (such as stamped asphalt or concrete) which is installed to produce small, constant changes in vertical alignment</p>		<p>a. Reduces speed over an extended length</p> <p>b. Located at intersection, can reduce speeds on two streets</p>	<p>a. Generally expensive due to material</p> <p>b. Cross-walk application may cause difficulties for those with disabilities and cyclists to traverse</p> <p>c. Less effective</p>

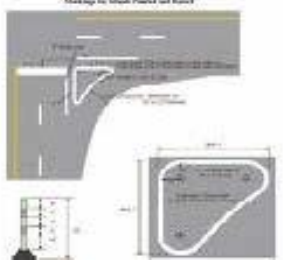
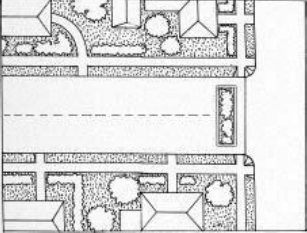
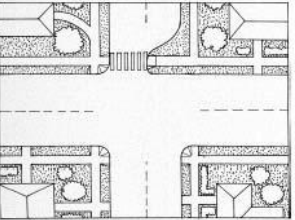
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-002-02 – New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

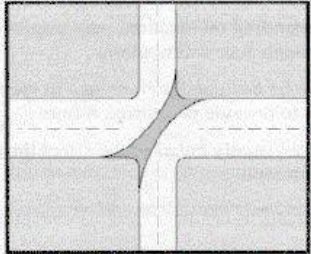
Design Option	Description	Diagram	Advantages	Disadvantages
<p>Truncated Diagonal Diverter</p>	<p>A diagonal diverter with one end open to allow for additional turning movements</p>		<p>a. Discourages commuter traffic by forcing turns</p>	<p>a. Reduces local access</p> <p>b. Displaces traffic to other streets</p> <p>c. Costs</p>
<p>One-Way, Two-Way</p>	<p>Curb bulge or center island narrows 2-lane, forcing traffic for each direction to take turns</p>		<p>a. Limited, rarely used</p>	<p>a. Limited, rarely used</p>
<p>Median Barriers (Applied at intersections in special circumstances)</p>	<p>Intersection island blocking movement of a through street</p>		<p>a. Improves safety at an intersection of a local street and a major street by prohibiting dangerous turning movements</p> <p>b. Reduces traffic volumes on a cut-through route that intersects a major street</p>	<p>a. Requires available street width on the major street</p> <p>b. Limits turns to and from the side street for local residents and emergency services</p> <p>c. Reduces access to driveways on major arterials</p>

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Table 13-10-002-02 – New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
<p>Pavement Markings Note: Applies only to retrofit of existing streets</p>	<p>Painted striping or channelization to guide traffic</p>		<p>a. Modestly affects speed</p>	<p>a. Extreme unacceptable aesthetic</p>
<p>Full Closures Note: Applies only to retrofit of existing streets</p>	<p>Full closures divert traffic off the street, creating pedestrian and bicycle friendly areas</p>		<p>a. Maintains pedestrian and bicycle access</p> <p>b. Effective in reducing traffic volume</p>	<p>a. Causes circuitous routes for local residents and emergency service vehicles</p> <p>b. May be expensive</p> <p>c. May limit access to businesses</p> <p>d. May increase volumes in remaining routes</p>
<p>Half Closures Note: Applies only to retrofit of existing streets</p>	<p>Similar to full closures, are barricades located in the street and constructed of landscaped walls, gates, side-bollards, or other obstructions</p>		<p>a. Maintains pedestrian and bicycle access</p> <p>b. Effective in reducing traffic volume</p>	<p>a. Causes circuitous routes for local residents and emergency service vehicles</p> <p>b. May limit access to businesses</p> <p>c. Depending on the design, drivers may be</p>

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Table 13-10-002-02 – New Design and Retrofit of Existing Streets				
Traffic Calming Design Features for Local Residential Streets				
Design Option	Description	Diagram	Advantages	Disadvantages
				able to circumvent the barrier
Diagonal Diverters Note: Applies only to retrofit of existing streets	A barrier placed diagonally across an intersection disconnecting the legs of the intersection		a. Does not require a closure per se, only a redirection of existing streets b. Able to maintain full pedestrian and bicycle access c. Reduces traffic volumes	a. Cause circuitous routes for local residents and emergency service vehicles b. May be expensive c. May require reconstruction of corner curbs

F. LID Integrated Management Practices (IMPs) as detailed in the City’s LID Guidance Manual as adopted as part of the City of Flagstaff Stormwater Management Design Manual may be allowed in the right-of-way on a case-by-case basis as approved by the City Engineer and Public Works section head.

Only stormwater generated in the public right-of-way will be allowed to be associated with an IMP. No stormwater generated on private property will be allowed to be associated with an IMP in the right-of-way.

LID IMPs, if allowed in the public right-of-way, shall be considered private drainage infrastructure. Ownership and maintenance responsibilities for LID IMPs shall be as described in the amendments to the Floodplain Management Regulations.

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13-10-006: Intersection Design

Section 26. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-006: Intersection Design, Section 13-10-006-0001: Intersection Design, as follows:

A. Intersections concerned with an arterial or collector shall be joined to provide a minimum length of tangent (at right angles to the adjoining street and measured from the curb return of the adjoining street) as follows:

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arterial – one hundred (100) feet, major collector – seventy-five (75) feet, minor collector – fifty (50) feet, and local – fifty (50) feet. The only exception to this is when a local street intersects a minor collector.

B. Intersections not involving arterial and major collector streets shall have a minimum intersecting angle of seventy-five (75) degrees. Where two (2) residential local streets intersect, the minimum angle shall be sixty (60) degrees.

C. Through vehicle and bicycle lanes shall align through intersections involving Arterials and Major Collectors. Intersections involving Minor Collectors and Locals should align but may have offsets up to four (4) feet across the width of the intersection.

CD. Curb return radii shall be as shown in Table 13-10-~~011~~**002**-01.

DE. Distances between centerlines of adjacent intersections shall be a minimum of one hundred thirty-five (135) feet, regardless of the direction of the intersecting streets.

EF. Traffic control device locations shall be shown on the construction plans. Materials and workmanship shall be approved by the City Engineer and shall be in conformance with the guidelines of the Federal Highway Administration and the ~~Manual on Uniform Traffic Control Devices (M.U.T.C.D.)~~ current edition **of the MUTCD**. All traffic controls shall be installed by the developer prior to occupancy.

FG. Monuments shall be placed at the intersection of right-of-way centerlines. Refer to Section 13-03-002-0007 for survey monuments.

GH. Additional right-of-way will be required at intersections where turn lanes are required.

HI. Intersection grades shall conform to City of Flagstaff Standard Engineering Details except the maximum grade on all approaches to a signalized intersection or an intersection, which is likely to be signalized in the future, shall be plus or minus ~~three two~~ percent (**32%**) for a distance of three hundred (300) feet from the center of the intersection. **Intersections that are roundabout controlled shall be plus or minus four percent (4%) for a distance of two hundred (200) feet measured along the approach to the entering leg crosswalk. Intersections shall maintain a maximum 2% cross slope in all direction inclusive of the crosswalks.**

IJ. The minimum spacing of driveways to signalized and unsignalized intersections shall be according to Table 13-10-006-01. The minimum spacing shall be greater as needed to avoid the functional area of an intersection or the influence area of another driveway.

The functional area extends both upstream and downstream from the physical intersection area and includes the longitudinal limits of auxiliary lanes. The influence area associated with a driveway includes (1) the impact length (the distance back from a driveway that cars begin to be affected), (2) the perception-reaction distance, and (3) the car length. Additionally, the impact length represents the distance upstream when the brake lights of through vehicles are activated or there is a lane change due to a turning vehicle. Limited access driveways (i.e., right-in and right-out only) and driveways with right turn deceleration lanes may allow a shorter minimum spacing.

For signalized and unsignalized controlled intersections the minimum spacing shall be measured from curb return of the intersecting street to the pavement edge of the driveway. For roundabout controlled intersections minimum spacing shall be measured from the pavement edge of the driveway to the crosswalk.

Table 13-10-006-01

Minimum Spacing of Driveways to Intersections
SIGNALIZED

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Table 13-10-006-01

Minimum Spacing of Driveways to Intersections	
Posted Speed (mph)	Minimum Spacing to Intersection (ft)
< or =30	230
35	275
40	320
45	365
UNSIGNALIZED	
30	115
35	135
40	155
45	180
ROUNDABOUT	
≤ 30	50
35	50
40	75
45	75

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13-10-007: Horizontal Alignment

Section 27. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-007: Horizontal Alignment, Section 13-10-007-0002: Other Design Considerations, to modify 13-10-007-0002.A as follows:

A. Tangents from centerline deflection shall be connected by a curve in accordance with Table 13-10-011-002-01.

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13-10-010: Driveways

Section 28. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-010: Driveways, Section 13-10-010-0001: Driveways, to modify 13-10-010-0001.B(1)(a) as follows:

- a. The City Engineer shall limit the number, location, and design of access points from adjacent developments to arterials and collectors based on operation and safety considerations (**reference NCHRP Report 659, Guide for the Geometric Design of Driveways**). Access to major arterials should be limited to major driveways only, while access to minor arterials and major collectors

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should be major or combined driveways, and access to minor collectors may be individual but head-out only. The minimum spacing of driveways where practicable shall be in accordance with Table 13-10-010-01

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Section 29. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-010: Driveways, Section 13-10-010-0001: Driveways, to add the following:

K. For all developments which take direct access from a paved City street or alley (including single-family dwellings), the driveways and parking areas required by the zoning code, building codes, fire codes, or other requirements shall at minimum be paved in accordance with Standard Detail 10-09-010. Areas restricted by gates or other approved measures to limit access for emergency use only may be surfaced with alternate materials as approved by the Flagstaff Fire Department and City Engineer. Other portions of commercial or industrial sites may also be required to incorporate additional paved surfaces where excessive track-out onto the public right-of-way would be reasonably expected to occur based on the specific use of the site.

L. All projects incorporating commercial refuse containers shall be designed to allow solid waste collection access in accordance with detail PW-50-001.

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13-10-011: Resource and Slope Design Criteria

Section 30. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-011: Resource and Slope Design Criteria, Section 13-10-011-0001: Resource and Slope Design Criteria, as follows:

A. Tree and shrub resources located in existing or proposed right-of-way or easements granted or to be granted to the City of Flagstaff shall be considered in the civil design. The resources shall be saved and integrated into the design. Prior to the start of construction, resources shall be fenced, as required, so as to protect them during the construction process.

B. Roadway design criteria shall consider existing topography so as to minimize cuts and fills. Except as provided herein respecting maximum slope criteria, roadways shall follow existing topography as best as possible. Slope protection shall be provided pursuant to the City of Flagstaff Stormwater Design Manual (Chapter 10). If retaining walls are warranted, the design shall meet the following criteria:

1. Walls shall blend with the natural features of the setting by the use of native rock or other materials that convey a scale, color, and texture similar to that of traditional rock (split face block and scored and textured concrete are examples).
2. Limit the height of a retaining wall to five (5) feet or less when feasible.
3. Where greater heights are necessary, use a series of terraced or stepped walls with the width of the terrace no less than three (3) feet.

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Table 13-10-011-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(+)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Max. Through Lanes	4	4	4	2	2	2	2
Maximum Average Daily Traffic						1,000	500
On-Street Parking	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Bicycle Provision	4.5'	4.5'	4.5'	4.5'	In travel lane	In travel lane	In travel lane
Total A.C. Width	68'	68'	**68'/64'	42'	24'	33'	29'
Width (B.C. to B.C.)	72'	72'	**72'/68'	46'	28'	37'	33'
Minimum R.O.W. (See Note No. 2)	98'	98'	**96'/92'	70'	52'	61'	57'
Through Lane Width	12'	12'	12'>=40 mph 11'<40 mph	11'	12'	NA	NA
Auxiliary Lane Widths	11'	11'	11'	11'	NA	NA	NA
Edge Treatments	Vertical C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G ***
Min. Sidewalks (See Note No. 3)	6'	6'	5'	5'	5'	5'	5'

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(+)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Min. Parkway (See Note No. 8)	5'	5'	5'	5'	5'	5'	5'
Parking Lane	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Minimum Median Width (See Note No. 7)	15'	15'	15'	NA	NA	NA	NA
Max. A.C. Width @ Signal w/o Median	68'	68'	68'	68'	NA	NA	NA
Max. A.C. Width at Nonsignalized Inters. w/o Median	48'	48'	48'	48'	NA	NA	NA
Corner Cut-Off (See Note No. 4)	25'	25'	20'	15'	15'	15'	15'
Curb Ret. Radius	30'	30'	25' **	20' **	20'	15'	15'
Design Speed	45 MPH	40 MPH	35-40 MPH	30 MPH	25 MPH	20 MPH	20 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	181'	100'	100'

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Maximum Grade	6%	6%	6%/7%	8%	10%	10%	10%
Property Access (See Note No. 6)	Major D/W Only	Major D/W Only	Major or Combined D/W Only	Individual D/W Head Out	Individual D/W Head Out	Individual D/W Back Out	Individual D/W Back Out

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there must be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

*** Rolled curb is permitted on streets in townhome and planned options where lot widths are less than or equal to forty (40) feet. This is limited to those streets within the development that front the houses.

Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Max. Through Lanes	4	4	4	2	2
On Street Parking	6'	6'	6'	6'	6'
Bicycle Provision	5'	5'	5'	5'	In travel lane
Total A.C. Width	81'	81'	81'/77'	55'	36'

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Width (B.C. to B.C.)	85'	85'	85'/81'	59'	40'
Minimum R.O.W. (See Note No. 2)	117'	113'	113'/109'	87'	68'
Through Lane Width (**)	12'	12'	12' > / = 40mph 11' < 40mph	11'	12'
Auxiliary Lane Widths	11'	11'	11'	11'	11'
Edge Treatment	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G
Min. Sidewalks	10'	10'	10'	10'	10'
Furnishing Strip	5'	3'	3'	3'	3'
Offset	4'	4'	4'	4'	4'
Parking Lane	6'	6'	6'	6'	6'
Minimum Median Width (See Note No. 7)	15' = 11' lane + 4' median	15'	15'	NA	NA
Max. Number of Lanes at a Signal w/o Median	6	6	6	6	NA
Max. Number of Lanes at a Nonsignalized Intersection w/o Median	4	4	4	4	NA

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Corner Cut-Off (See Note No. 4)	25'	25'	25'	15'	15'
Curb Ret. Radius	30'	30'	20' **	20' **	25'
Design Speed	45 MPH	40 MPH	35-40 MPH	30 MPH	25 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	181'
Maximum Grade	6%	6%	6%/7%	8%	10%
Property Access	Major DAW Only	Major DAW Only	Major or Combined DAW Only	Individual DAW Head-Out	Individual DAW Back-Out

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there must be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

RURAL						
Functional Classification (*)	Major Arterial (See Note No. 3)	Minor Arterial (See Note No. 3)	Major Collector (See Note No. 1)	Minor Collector (See Note No. 1)	Local	Local Narrow
Max. Through Lanes	2	2	2	2	2	2
On Street Parking	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Bicycle Provision	4'	4'	4'	4'	In travel lane	In travel lane
Total A.C. Width	32'	32'	32'	30'	26'	20'
Minimum R.O.W. (See Note No. 2)	60'	60'	60'	60'	50'	44'
Through Lane Width (**)	12'	12'	12'	12'	13'	10'
Edge Treatment	6 Foot Compacted Shoulders and Drainage Swales/Curb and Gutter Is Optional (See Note No. 9)					
Sidewalks	No Sidewalks or Parkway Section					
Parking Lane	Not allowed	Not allowed	Not allowed	Not allowed	N/A	N/A
Corner Cut-Off	30'	30'	20'	20'	20'	20'
Fillet Radius	30'	30'	20' **	20' **	20'	20'
Design Speed	45 MPH	40 MPH	35-40 MPH	30 MPH	20 MPH	20 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None	None

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

RURAL						
Functional Classification (*)	Major Arterial (See Note No. 3)	Minor Arterial (See Note No. 3)	Major Collector (See Note No. 1)	Minor Collector (See Note No. 1)	Local	Local Narrow
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	100'	100'
Maximum Grade	6%	6%	7%	8%	10%	10%
Property Access	Major D/W Only	Major or Combined D/W Only	Major or Combined D/W	Individual D/W Head Out	Individual Back-Out	Individual Back Out
Min. D/W to Intersection	(See Note No. 10)	(See Note No. 10)	(See Note No. 10)	(See Note No. 10)	10'	10'

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there must be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

NOTES:

1. Rural residential local streets are for local access in lower density residential areas only. They provide a less intrusive design option for streets, which will experience low traffic volumes and no on-street parking. Critical to their successful operation is a site design that eliminates virtually all demand for on-street parking by providing large setbacks, long driveways, and many convenient on-site parking spaces for each dwelling.

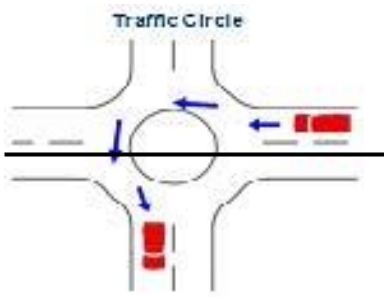
The following minimum development criteria must be met for the rural residential local streets:

Cluster and Single-Family Detached Development – The rural residential local street shall be used where the minimum lot size is twenty-five thousand (25,000) square feet. The rural residential local "narrow" street shall be used where the minimum lot size is one (1) acre.


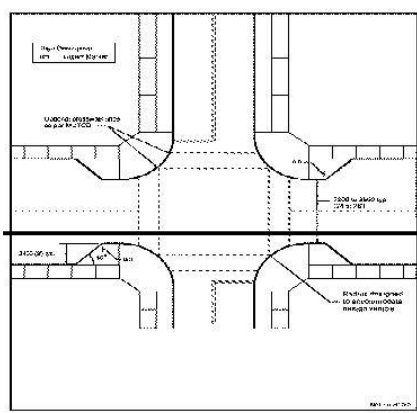
2. Additional right-of-way and/or easements may be required to accommodate turn lanes, traffic signals at intersections, drainage features, et cetera.

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

- 3. ~~Sidewalks wider than five (5) feet may be required if high volumes of pedestrian traffic are expected, or in order to match existing adjacent sidewalks and master development plans.~~
 - 4. ~~The corner cut-off is normally a straight diagonal right-of-way line. A circular arc of this radius may be used if approved by the City Engineer.~~
- At the intersection of two (2) streets of different classifications, the corner cut-off dimension and the curb return or fillet radius of the higher classification street shall be used.
- 5. ~~For arterial and major collector streets, the relationship between super-elevation rate, runoff, and curve radius shall be determined from AASHTO tables for e-max equals four percent (4.0%). For local streets, the minimum delta angle (D) must be greater than thirty (30) degrees. Minimum curve radii in the table are based on no super-elevation.~~
 - 6. ~~Pavement edge tapers shall be designed in accordance with City of Flagstaff Detail No. 10-10-031.~~
 - 7. ~~Medians shall be required on all arterials and major collectors and as outlined in Table 13-10-011-01, or as required by the City Engineer.~~
 - 8. ~~Where new sidewalk is required in an existing development, the City Engineer may waive the requirement of a parkway if it is not practical to construct.~~
 - 9. ~~Where two (2) local residential "narrow" streets do not intersect at a right angle, the radius of curb returns on the acute angles shall be twenty (20) feet.~~
 - 10. ~~See Section 13-10-006-0001 for location of driveways adjacent to intersections.~~
 - 11. ~~For design criteria not addressed in this table, refer to AASHTO.~~

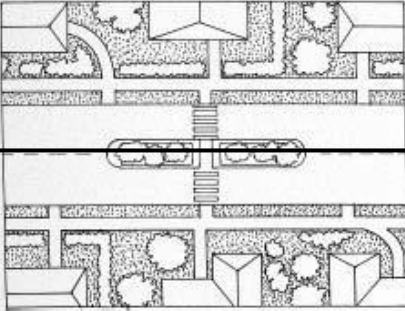
Table 13-10-011-02 – New Design and Retrofit of Existing Streets				
Traffic Calming Design Features for Local Residential Streets				
Design Option	Description	Diagram	Advantages	Disadvantages
Neighborhood Traffic Circle	Raised circular islands placed in intersections, around which traffic circulates. Typically, min. 14' diameter and includes 2-foot wide mountable truck apron and landscaping		<ul style="list-style-type: none"> a. Effective moderating speed b. Improves safety c. Located at intersections, the ability to calm two streets 	<ul style="list-style-type: none"> a. Difficult for large trucks to circumnavigate b. Designed such that the travel lane does not encroach upon crosswalks

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p align="center">Table 13-10-011-02 — New Design and Retrofit of Existing Streets</p> <p align="center">Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
			<p>d. Fixes grid that is adjacent</p> <p>e. Aesthetic landscape opportunity</p>	<p>c. May eliminate on-street parking</p> <p>d. Maintenance</p> <p>e. Larger trucks may have to violate lane to navigate</p>
<p>Roundabout</p> <p>a. Local to collector</p> <p>b. Local to arterial</p> <p>c. Permitted under special circumstances</p>	<p>Larger than traffic circles and typically extends a minimum of 28' from center with 2' truck apron. The inscribed diameter should be 88' and 200'. Circulating roadway has a width of 14' to 19'.</p>		<p>a. Moderates traffic speeds on arterials</p> <p>b. Enhanced safety as compared to signalization</p> <p>c. Less operating expenses as compared to signalization</p>	<p>a. May be difficult to navigate with large trucks</p> <p>b. Designed such that the travel lanes do not encroach into crosswalks</p> <p>c. Eliminates some on-street parking</p>
<p>Curb Extension</p> <p>a. Swells</p> <p>b. Elephant ears</p> <p>c. Located at intersections only</p>	<p>Comprises an angled narrowing of the roadway and widening of the sidewalk</p>		<p>a. Improves pedestrian circulation and space</p> <p>b. Through and left-turn movements are easily negotiable by large vehicles</p> <p>c. Creates protected on-street parking bays</p>	<p>a. Effectiveness is limited by the absence of vertical or horizontal deflection</p> <p>b. May require the elimination of some on-street parking near the intersection</p> <p>c. May require slow right-turning</p>

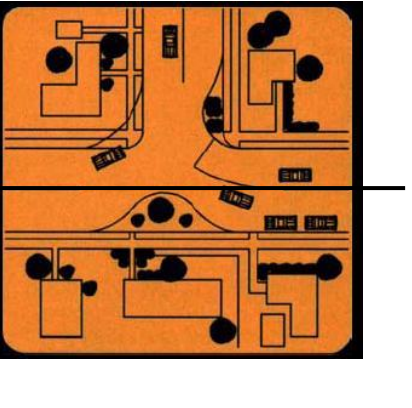
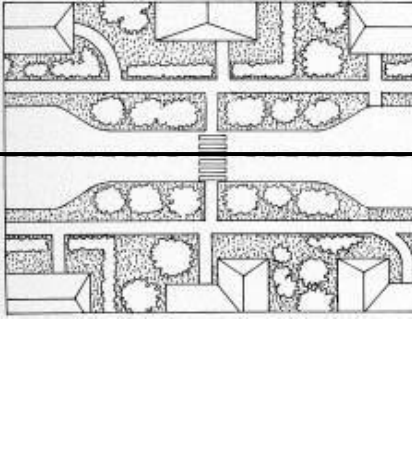
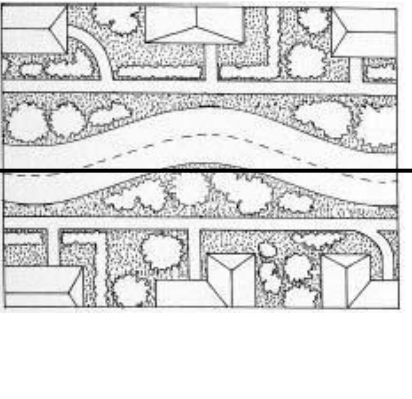
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-02 — New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

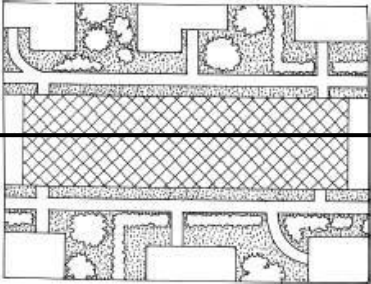
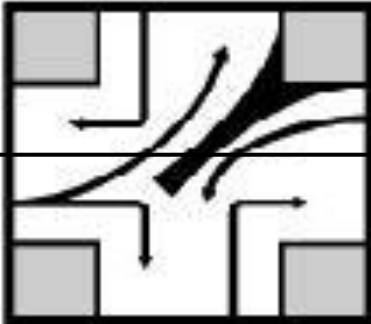
Design Option	Description	Diagram	Advantages	Disadvantages
			<p>d. Reduces speeds, especially for right-turning vehicles</p>	<p>emergency vehicles</p> <p>d. May require bicyclists to briefly merge with vehicular traffic</p> <p>e. May create pedestrian conflict</p>
<p>Center Island Narrowing</p>	<p>A raised island located along the centerline of a street that narrows the travel lanes at that location. A min. of 6' x 20' and landscaped with pedestrian cut-through</p>		<p>a. Increases pedestrian safety</p> <p>b. Reduces traffic volume</p>	<p>a. Speed reduction effect is limited by absence of any vertical and horizontal deflection</p> <p>b. Eliminates some on-street parking</p> <p>c. 300' to 500' spacing between center islands for smooth speeds</p>

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-02 — New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

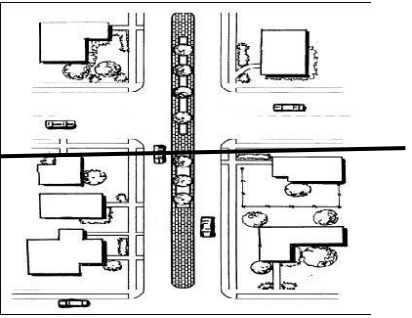
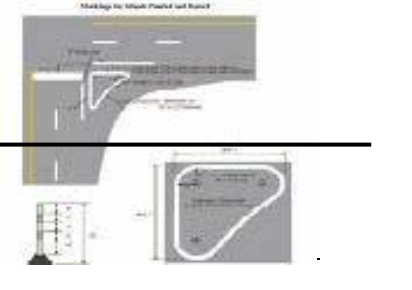
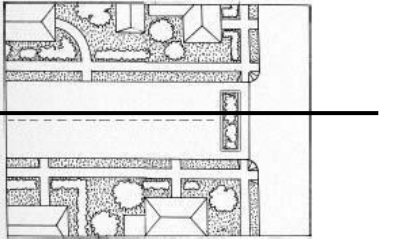
Design Option	Description	Diagram	Advantages	Disadvantages
<p>Realigned Intersection</p>	<p>Changes in alignment that convert T-intersections with straight approaches into curving streets that meet at right-angles</p>		<p>a. Effective at reducing speeds and improving safety at T-intersections that have been ignored by motorists</p> <p>b. Eliminates unnecessary pavement</p>	<p>a. Curb realignment could be costly</p> <p>b. May require additional right-of-way</p>
<p>Choker</p>	<p>Midblock curb extensions that narrow the street by expanding the sidewalk or adding a planting strip and often are installed at midblock crossings</p>		<p>a. Easily negotiated by large vehicles</p> <p>b. Reduces speed and volume</p>	<p>a. Effect upon speed is limited by the presence of vertical and horizontal deflection</p> <p>b. Bicycles briefly merge with traffic</p> <p>c. Eliminates some on-street parking</p>
<p>Chicane</p>	<p>Literal shifts that alternate on both sides of the street creating a S-shaped path of travel</p>		<p>a. Reduces speed through horizontal deflection</p> <p>b. Larger vehicles can easily negotiate</p>	<p>a. Designed to prevent drivers from varying from lane</p> <p>b. Curb alignment and landscaping could be costly</p> <p>c. Drainage a consideration</p>

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-02 — New Design and Retrofit of Existing Streets Traffic Calming Design Features for Local Residential Streets				
Design Option	Description	Diagram	Advantages	Disadvantages
				d. May eliminate some on-street parking e. Snow plowing may be difficult to maneuver
Textured Pavement	A surface material on the roadway (such as stamped asphalt or concrete) which is installed to produce small, constant changes in vertical alignment		a. Reduces speed over an extended length b. Located at intersection, can reduce speeds on two streets	a. Generally expensive due to material b. Cross-walk application may cause difficulties for those with disabilities and cyclists to traverse c. Less effective
Truncated Diagonal Diverter	A diagonal diverter with one end open to allow for additional turning movements		a. Discourages commuter traffic by forcing turns	a. Reduces local access b. Displaces traffic to other streets c. Costs
One-Way, Two-Way	Curb bulge or center island narrows 2-lane, forcing traffic for each direction to take turns		a. Limited, rarely used	a. Limited, rarely used

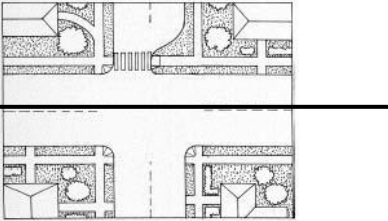
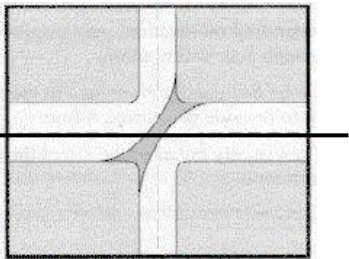
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-02 — New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
<p>Median Barriers (Applied at intersections in special circumstances)</p>	<p>Intersection island blocking movement of a through street</p>		<p>a. Improves safety at an intersection of a local street and a major street by prohibiting dangerous turning movements</p> <p>b. Reduces traffic volumes on a cut-through route that intersects a major street</p>	<p>a. Requires available street width on the major street</p> <p>b. Limits turns to and from the side street for local residents and emergency services</p> <p>c. Reduces access to driveways on major arterials</p>
<p>Pavement Markings Note: Applies only to retrofit of existing streets</p>	<p>Painted striping or channelization to guide traffic</p>		<p>a. Modestly affects speed</p>	<p>a. Extreme unacceptable aesthetic</p>
<p>Full Closures Note: Applies only to retrofit of existing streets</p>	<p>Full closures divert traffic off the street, creating pedestrian and bicycle friendly areas</p>		<p>a. Maintains pedestrian and bicycle access</p> <p>b. Effective in reducing traffic volume</p>	<p>a. Causes circuitous routes for local residents and emergency service vehicles</p> <p>b. May be expensive</p> <p>c. May limit access to businesses</p>

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-02 — New Design and Retrofit of Existing Streets
Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
				<p>d. May increase volumes in remaining routes</p>
<p>Half Closures Note: Applies only to retrofit of existing streets</p>	<p>Similar to full closures, are barricades located in the street and constructed of landscaped walls, gates, side-bollards, or other obstructions</p>		<p>a. Maintains pedestrian and bicycle access</p> <p>b. Effective in reducing traffic volume</p>	<p>a. Causes circuitous routes for local residents and emergency service vehicles</p> <p>b. May limit access to businesses</p> <p>c. Depending on the design, drivers may be able to circumvent the barrier</p>
<p>Diagonal Diverters Note: Applies only to retrofit of existing streets</p>	<p>A barrier placed diagonally across an intersection disconnecting the legs of the intersection</p>		<p>a. Does not require a closure per se, only a redirection of existing streets</p> <p>b. Able to maintain full pedestrian and bicycle access</p> <p>c. Reduces traffic volumes</p>	<p>a. Cause circuitous routes for local residents and emergency service vehicles</p> <p>b. May be expensive</p> <p>c. May require reconstruction of corner curbs</p>

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

13-12-003: Lighting Layout Requirements

Section 31. Amend Title 13 Engineering Design Standards, Chapter 13-12: Street Lighting, Division 13-12-003: Lighting Layout Requirements, Section 13-12-003-0003: Spacing of Streetlights, as follows:

In addition to intersection locations, streetlights shall be spaced along streets in accordance with the following table:

Table 13-12-003-01

Streetlight Spacing

FUNCTIONAL CLASSIFICATION	NO. LANES AT BUILDOUT	LAND USE AT BUILDOUT	TYPE	IESNA DISTRIBUTION	OUTPUT (LUMENS) NOTE 4	SPACING (FEET)	SINGLE-OR DOUBLE-SIDED
MAJOR ARTERIAL	2/3	RURAL	NBA	2	6000	250	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200	DOUBLE
	4/5	RURAL	NBA	2	6000	250	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200	DOUBLE
MINOR ARTERIAL	2/3	RURAL	NBA	2	6000	250	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200	SINGLE
	4/5	RURAL	NBA	2	6000	250	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200	DOUBLE
MAJOR COLLECTOR	2/3	RURAL	NBA	2	6000	250	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200	SINGLE
	4/5	RURAL	NBA	2	6000	250	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200	DOUBLE
MINOR COLLECTOR	2	RURAL/SUBURBAN	NBA	2	2000	250	SINGLE
	2	URBAN	NBA	2	4000	250	SINGLE
	3	SUBURBAN/URBAN	NBA	2	4000	250	SINGLE
LOCAL (ALL) ¹	2	URBAN	NBA	4 2	2000	300	SINGLE
LOCAL CUL-DE-SAC	2	URBAN	NBA	3	2000	N/A	SINGLE

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13-12-005: Street Light Equipment

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Section 32. Amend Title 13 Engineering Design Standards, Chapter 13-12: Street Lighting, Division 13-12-005: Street Light Equipment, Section 13-12-005-0001: Luminaire, to modify Table 13-12-005-01 as follows:

**Table 13-12-005-01
Luminaire Weight and EPA Criteria**

Luminaire Output (Maintained)	Maximum Weight Including Ballast, Slip-Fitter, Lamp and Photo Cell (Pounds)	Maximum EPA (Square Feet)
2000 Lumens	30	1.4 1.5
4000 Lumens	35	1.6 1.5
6000 Lumens	50	2.0 1.5
9000 Lumens	50	2.0 1.5

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Section 33. Amend Title 13 Engineering Design Standards, Chapter 13-12: Street Lighting, Division 13-12-005: Street Light Equipment, Section 13-12-005-0002: Streetlight Support Structures, as follows:

Streetlight support structures consist of the base, pole, and mast arms. The standards of construction for streetlight equipment shall follow those of this chapter and those found on City of Flagstaff Standard Detail No. 12-05-010 pages one (1) through three (3). The streetlight pole, mast arm, and luminaire assembly shall be in accordance with AASHTO “Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” (~~6th edition, with 2015 Interim Revisions~~**2001 Design Criteria**), to withstand a wind speed of ninety (90) miles per hour.

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13-14: Bicycle Facilities

Section 34. Amend Title 13 Engineering Design Standards, Chapter 13-14: Bicycle Facilities, as follows:

CHAPTER 13-14:

~~BICYCLE FACILITIES~~ FUTS TRAILS, PEDESTRIAN AND BICYCLE FACILITIES

Divisions:

13-14-001 **Pedestrian and** Bicycle Facilities

13-14-002 Flagstaff Urban Trails System (FUTS)

Division 13-14-001

Pedestrian and Bicycle Facilities

Sections:

13-14-001-0001 **Design Standards** ~~Bicycle Facilities~~

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

13-14-001-0001 ~~Design Standards Bicycle Facilities~~

Bicycle facilities ~~and multi-use trails~~ shall be designed in accordance with ~~the City of Flagstaff and Coconino County's "Pedestrian and Bicycle Design Guide."~~ **the most current AASHTO "Guide for the Development of Bicycle Facilities."**

Division 13-14-002

Flagstaff Urban Trails System (FUTS)

Sections:

13-14-002-0001 Design Standards

13-14-002-0002 Trail Dimensions

13-14-002-0003 Structural Requirements

13-14-002-0004 Expansion and Control Joints

13-14-002-0005 Shoulders

13-14-002-0006 Street/Sidewalk Transitions

13-14-002-0007 FUTS Fencing

13-14-002-0008 Pedestrian and Bicycle Tunnels and Underpasses

13-14-002-0001 Design Standards

FUTS trails shall be designed in accordance with the most current AASHTO "Guide for the Development of Bicycle Facilities".

13-14-002-0002 Trail Dimensions

- A. Trail width. The minimum treadway width for a standard FUTS trail is 10 feet.
- B. Shoulders. 2-foot shoulders are required along both sides of all FUTS trails for the entire length of the trail
- C. Parkway. Where FUTS trails are adjacent to streets, a minimum parkway of 5 feet in width is required between the back-of-curb or street edge and the trail treadway. The trail shoulder may be located within the 5-foot parkway.
- D. Horizontal clearance. A minimum of 3 feet is required between the trail treadway and any vertical features or obstructions.
- E. Vertical clearance. Minimum vertical clearance from the trail surface is 10 feet across the width of the trail treadway.

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F. Grades. Running grades shall not exceed 8 percent without written approval from the City Engineer and upon documented evidence that flatter grades are not feasible or desirable in the present circumstance. When FUTS trails are aligned along public streets and replace the public sidewalk, the grade of the trail can match the grade of the adjacent street, even when the grade exceeds 8 percent.

G. Cross slope. The cross slope of the trail treadway and shoulder is 1 percent minimum and 2 percent maximum.

H. Design speeds. The design speed for a paved FUTS trail is 20 mph, and the design speed for an aggregate FUTS trail is 15 mph.

I. Horizontal curves. Minimum inside radii for horizontal curves are provided in the current AASHTO “Guide for the Development of Bicycle Facilities.”

J. Vertical curves. Vertical curves are required where there is a difference in grade of more than 1 percent between 2 adjacent segments of trail at crests, sags, and grade breaks. The minimum length for vertical curves is provided in the current AASHTO “Guide for the Development of Bicycle Facilities.”

13-14-002-0003 Structural Requirements

A. Paved trails

1. PCC (Portland Concrete Cement) is the only allowable material for a new paved FUTS trail.
2. Where a FUTS trail is constructed adjacent to a public street in lieu of the public sidewalk, the trail shall be constructed of PCC.
3. Trail sections with grades of 10 percent or greater for more than 50 feet shall be constructed of PCC.
4. The minimum structural section for a paved trail is 6 inches of PCC on 3 inches of ABC (Aggregate Base Course).
5. Aggregate base course shall be compacted to 95 percent per MAG Section 301.3.
6. Trail subgrade shall be scarified to a minimum depth of 8 inches and compacted to 95 percent per MAG Section 301.3.
7. The base course and trail subgrade shall extend a minimum of 1 foot beyond the edge of the trail treadway.
8. Where a trail segment across a commercial driveway is constructed of PCC, the concrete shall be 9 inches thick. A trail segment across a commercial driveway shall be constructed of PCC if
 - a. The trail is adjacent to the edge of the driveway pan,
 - b. The driveway is constructed of PCC, or
 - c. The trail is paved and the driveway is unpaved.

B. Aggregate trails

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- 1. The minimum structural section for aggregate trails shall be 4 inches of aggregate surface course material over 6 inches of dirty cinders.**
- 2. Aggregate surface course material shall have a plasticity index of 5-12, and the gradation shall be as follows:**

Sieve size (square openings)	Percent by weight passing sieve
1/4"	100
No. 4	90 - 100
No. 8	65 - 95
No.10	60 - 80
No. 16	45 - 75
No. 30	35 - 60
No. 40	30 - 40
No. 50	25 - 40
No. 100	20 - 30
No. 200	12 - 23

- 3. Aggregate surface course shall be compacted to 95 percent.**
- 4. Dirty cinders for the base course shall be compacted to 95 percent per MAG Section 301.3.**
- 5. Dirty cinders shall comply with MAG Section 702 and City of Flagstaff Modification 13-21-001-0702.2.2, except that the Los Angeles Abrasion requirement is waived.**
- 6. The base course and trail subgrade shall extend a minimum of 1 foot beyond the edge of the trail treadway.**
- 7. Trail subgrade shall be scarified to a minimum depth of 8 inches and compacted to 95 percent per MAG Section 301.3.**
- 8. A nonwoven geotextile fabric is required between the subgrade and the base course when indicated by geotechnical investigation.**
- 9. Should unsuitable material be encountered at subgrade elevation, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.**
- 10. Aggregate surface course material shall be a color compatible with the natural surroundings and acceptable to the City of Flagstaff. White, light grey or other visually incompatible-colored aggregates will not be accepted. Sample shall be provided for approval prior to placement.**

13-14-002-0004 Expansion and Contraction Joints

A. Expansion joints.

- 1. The maximum distance between expansion joints is 50 feet.**

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2. Expansion material shall be 1/2-inch thick, preformed, bituminous expansion joint board, ASTM D-1751, MAG Section 729.
3. An expansion joint is required at all cold joints.
4. Expansion joint requires a modified PVC joint seal (e.g. Greenstreak G-Seal or approved equal) be placed over the expansion material. Submit manufacturer's specification cut sheet for prior approval by the City. The joint seal shall have a minimum of two fins on legs that embed into the adjacent concrete, for the purpose of anchoring, creating a water stop, and providing a smooth travel surface. The top surface of the joint seal shall be 1/16-inch minimum to 1/4-inch maximum below the finished surface. Joints shall be installed perpendicular to the trail.
5. Expansion joints require 24-inch-long x 1/2-inch diameter smooth dowels at 28 inches on center, beginning 4 inches in from the outside edges of the trail.

B. Contraction joints.

1. Contraction joints shall be sawcut rather than troweled.
2. Contraction joint spacing shall be equal to the width of the trail, not to exceed 12 feet.
3. The maximum width of a control joint is 1/8-inch. Sawcut depth shall be 1/3 the depth of the concrete thickness.

13-14-002-0005 Shoulders

Trail shoulders shall be graded and have a smooth surface. Rip-rap, rocks, cinders, loose gravel, landscaping, and other materials that could cause bicyclists to lose control, fall, or crash shall not be used on the shoulder. Shoulders shall be seeded along with other disturbed areas.

13-14-002-0006 Street/Sidewalk Transitions

- A. Where a FUTS trail intersects with another FUTS trail, a radius of 10 feet shall be provided. Where a FUTS trail intersects a sidewalk, a radius of 5 feet shall be used.
- B. For aggregate trails, the first 20 linear feet of the trail after an intersection with a sidewalk, paved trail, or road shall be constructed of PCC.
- C. Vehicle crossings of trails shall meet City of Flagstaff driveway standards (include reference).
- D. A sidewalk ramp shall be provided whenever a trail crosses or ends at a street or driveway with a curbed edge. Sidewalk ramps shall meet City of Flagstaff Engineering Standards, except that the width of the ramp pan shall be a minimum of 10 feet or match the width of the trail treadway.

13-14-002-0007 FUTS Fencing

FUTS fencing shall be located in accordance with the most current AASHTO "Guide for the Development of Bicycle Facilities".

13-14-003-0008 Pedestrian and Bicycle Tunnels and Underpasses

- A. The minimum inside width of a tunnel or underpass is determined by its length according to the following table, or by the total width of the trail treadway plus two-foot shoulders on each side, whichever is greater.

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Length	Min. width
Up to 60 feet	16 feet
61 to 120 feet	18 feet
More than 120 feet	20 feet

B. The minimum clearance from the floor of the tunnel or underpass to the ceiling is 10 feet across the entire width of the trail treadway.

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13-15: Work in Public Rights-of-Way and Easements

Section 35. Delete Title 13 Engineering Design Standards, Chapter 13-15: Work in Public Rights-of-Way and Easements:

CHAPTER 13-15 WORK IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS

Divisions:

~~13-15-001—Permit Requirements~~

~~13-15-002—Project Clean-Up Requirements~~

~~Division 13-15-001~~

~~Permit Requirements~~

Sections:

~~13-15-001-0001—Permit Requirements~~

~~13-15-001-0001 Permit Requirements~~ 

~~A.— This permit is for the time period indicated. Should the permittee be unable to complete the work in the specified time (adverse weather conditions excepted), the permittee shall make application to the City of Flagstaff for a time extension and pay to the City an amount equal to fifty percent (50%) of the original permit fees.~~

~~B.— All work permitted shall be done at no expense to the City of Flagstaff, and the permittee shall indemnify, defend, and hold harmless the City of Flagstaff from and against any and all liability or responsibility for any accident, loss, damage to persons or property, or expenses (including reasonable attorney fees and court costs), arising from and/or occurring as a result of any death, bodily injury, personal injury, or property damage of any kind or description that may directly or indirectly relate to or stem from any work or activities under the terms of this permit. In essence, permittee shall assume all said liabilities and/or responsibilities and protect and/or restore all property both public and private damaged as a result of the activities of the permittee, its agents, employees, or contractor. Prior to the issuance of a permit, the permittee shall provide the City of Flagstaff with one (1) copy of a certificate of commercial general liability insurance naming the City as an additional~~

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~~insured. The minimum limits of coverage shall be those currently required by the City of Flagstaff Risk Management Section. This insurance shall in no way limit the extent or enforcement of the above listed hold harmless agreement.~~

~~C. The permittee shall adhere to all Federal, State, and local laws, ordinances, and regulations.~~

~~D. All permitted work shall be performed in accordance with the requirements of the City Engineer, the Uniform Standard Specifications for Public Works Constructions (MAG Specifications), City of Flagstaff Addendum to MAG, Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, Uniform Standard Details for Public Works Construction (MAG Details), and the City of Flagstaff Stormwater Design Manual; and the approved plans, construction schedules, and traffic control plans submitted with the application for permit.~~

~~E. Where a proposed underground utility is installed under an asphaltic or Portland cement concrete surfaced roadway, the installation shall be made by boring or jacking beneath the road surface. Pavement cuts are permitted only when:~~

~~1. Physical constraints such as bedrock or indeterminable infrastructure prevent boring or jacking.~~

~~2. An unsuccessful attempt has been made to bore or jack the installation.~~

~~3. Connection to an existing utility located beneath the paved portion of the roadway is necessary.~~

~~4. Right-of-way limits do not accommodate a boring operation.~~

~~5. Boring will result in an inordinate cost when compared to an open cut (two (2) times the cost as demonstrated by an engineer's estimate or actual construction bid).~~

~~6. The surface of the roadway is in a badly deteriorated condition such that a pavement cut will not detract from the integrity of the surface, as determined by the City Engineer.~~

~~F. When trenching is necessary and permanent, pavement patch is not practicable, temporary trench pavement shall consist of UPMTM (Unique Paving Material), HPTM United Metro or approved equal. In lieu of placing UPM, the permittee may elect to completely backfill the trench to within two (2) inches of the finish trench grade with non-shrink slurry backfill conforming to Section [13-09-006-0003](#). The final two (2) inches shall be MAG Class C concrete.~~

~~G. Permittees shall submit to the City for approval:~~

~~1. Two (2) copies of the construction plans. The City Engineer may waive this requirement for minor work, in which case the applicant shall submit two (2) copies of a sketch that depicts in suitable detail the proposed work.~~

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- ~~2.— For work in public rights-of-way that requires the restriction of traffic or closure of public streets, the permittee shall submit two (2) copies of a traffic control plan conforming to the requirements of the MUTCD. The City Engineer may suspend this requirement for minor work.~~
- ~~H.— Streets or alleys shall not be closed without written authorization of the City Engineer.~~
- ~~I.— Should blasting be required, an additional permit shall be obtained from the City of Flagstaff Fire Department.~~
- ~~J.— The permittee shall notify the City of Flagstaff Engineering Section, (928) 779-7650, on the working day immediately preceding the date work will commence, or recommence after a stoppage.~~
- ~~K.— The permittee shall fully conform to the requirements of A.R.S. Section 40-360.21 et seq. (Blue Stake requirements, call 1-800-STAKE-IT).~~
- ~~L.— The permittee shall fully conform to the requirements of A.R.S. Section 40-360.21, restrictions for working near or over power lines.~~
- ~~M.— The permittee shall be fully responsible for all work performed under this permit, including, but not limited to, workmanship and worksite clean-up as specified in Division 13-15-002.~~
- ~~N.— All work permitted herein shall be guaranteed against all defects in material and workmanship for one (1) year from the date it is accepted by the City Engineer.~~
- ~~O.— Upon acceptance by the City Engineer, all public roadway drainage, water, and sewer facilities shall become and remain the property of the City of Flagstaff.~~
- ~~P.— The permittee may be required to perform special requirements as determined by the City Engineer.~~

Division 13-15-002

Project Clean-Up Requirements

Sections:

~~13-15-002-0001—Project Clean-Up Requirements~~

~~13-15-002-0001 Project Clean-Up Requirements~~

~~A.— All contractors working within the City of Flagstaff, both on public property or private property, shall perform their work in such a way as to minimize the dust, dirt, mud, trash and other debris that leaves, by any means, the construction area. This may include necessary watering (the use of City reclaimed wastewater is encouraged and it is required on all major construction activity in accordance with Section 7-03-001-0015, Cross Connection Control), a dust palliative, silt fencing, best management practices, or whatever else that may be necessary to protect private and public property from undue inconvenience or hazards.~~

~~B.— Any public or private property that is damaged, soiled, muddied, or otherwise marred shall be restored and returned to its original condition by the contractor, developer or property owner. This~~

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~~work may include repairs to street pavement, removal of mud and debris, street sweeping, watering (the use of City reclaimed wastewater is encouraged), and other work as necessary to restore the public property to its previous condition. The restoration of private property shall include sweeping, debris removal, and other clean-up or repairs needed to restore the private property to its original condition.~~

~~C. When, in the opinion of the City Engineer, Street Superintendent, or Chief Building Official construction activity results in undue inconvenience or hazards to the public, the City Official may give a written order instructing the contractor to do any of the following:~~

- ~~1. Change the work methods causing the damage or hazard within a specified time frame.~~
- ~~2. Perform the necessary clean-up work or repairs to remove the damage or hazard.~~
- ~~3. Cease immediately the construction activity causing the damage or hazard.~~

~~D. The contractor or property owner, if no contractor is on the project, is responsible for any needed clean-up resulting from the construction activity on the property owner's project. This responsibility shall include damage resulting from vehicles or machinery of the subcontractor and materials suppliers.~~

~~E. Should the contractor or property owner not perform the needed repair or clean-up within twenty-four (24) hours of written order, the City may arrange for the needed clean-up or repairs to be performed. The contractor or property owner, as the case may be, shall pay the cost of the clean-up or repairs to the City prior to the acceptance of the public improvements or occupancy of on-site buildings. Any unpaid charges may be collected from any sureties for the project on deposit with the City.~~

~~F. Contractor shall not store material within the rights-of-way of public streets without the written permission of the City Engineer or his authorized representative. When allowed, storage shall be performed to minimize inconvenience and hazard to the public. A traffic control plan shall be submitted by the contractor for review by the City Traffic Engineer. The Traffic Control Plan shall show all devices necessary to conform with MAG Part 400. Under normal conditions, storage of materials will be allowed only on streets closed to public travel.~~

~~G. The City Engineer may direct that the contractor access construction sites by routes causing the least potential inconvenience and damage to public and private property. This direction may include the use of alternate routes for construction vehicles, workers access to the construction site and delivery materials.~~

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13-16-002: Signal Design Elements

Section 36. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-002: Signal Design Elements, Section 13-16-002-0002: Intersection Design Requirements, as follows:

E. Signals ~~shall~~ **should** be designed with an "8-pole" design; that is, two (2) signal poles on each corner of the intersecting streets.

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1. The minimum distance between the two (2) poles shall be ten (10) feet, in accordance with ADA and MUTCD requirements for separation of pedestrian detectors for different phases.
2. Locations of all pedestrian detectors shall comply with MUTCD requirements.
3. Additional pedestrian push button poles ~~shall~~ **may** be used when needed to meet MUTCD spacing and location requirements.

G. ~~Signal cabinets, traffic signal poles, pedestrian push button poles, and street light poles shall be located outside of so as not to impede pedestrian and bicycle ways, including sidewalks, bikeways and bike lanes, FUTS trails, accessible routes, or curb ramps traffic, so that the full width of these facilities is maintained and not narrowed. Refer to City of Flagstaff Engineering Detail 16-02-010 for pedestrian push button locations.~~

H. ~~All poles having a pedestrian push button station shall be located adjacent to a sidewalk or sidewalk ramp, or shall have an access pad installed to meet the requirements of the Americans with Disabilities Act. Reach distance to push button stations shall not exceed ten (10) inches.~~

HI. Each pole foundation shall be provided with a one-half (1/2) inch PVC drain to allow water to drain from the pole adjusting-nut sump.

IJ. Overhead left turn signal heads shall be ~~12" - 4 section heads ADOT Type G~~, unless protected only phasing, when ~~12" - 3 section heads Type R~~ shall be utilized.

JK. Side of pole mounted left or right turn signal heads shall be ~~12" - 4 section heads ADOT Type G~~, each installed on an individual Type V mount. ~~Shall be mounted as low as possible, adhering to MUTCD visibility and clearance standards and guidance.~~

KL. Pole top mounted right or left turn signal heads shall be ~~12" - 4 section heads ADOT Type G~~. These may be mounted on a combination mount with one (1) other signal head.

M. ~~All signal heads shall include a 1" fluorescent yellow prismatic retroreflective border around the entire perimeter of the backplate.~~

LN. Mast arm mounted signal heads shall be centered over ~~each~~ traffic lanes.

MO. Seven (7) conductor IMSA cable shall be run to each left turn signal head. Where left turn signals are not included in the initial construction, a seven (7) conductor IMSA cable shall be run to each far left signal head, and to the signal head at the far outboard end of the mast arm on all approaches. Where future dual left turn lanes are expected, an additional seven (7) conductor IMSA cable shall be run to the second-to-last outboard mast arm tenon. A seven (7) conductor IMSA cable shall also be run to each right turn signal head.

NP. A separate four (4) conductor IMSA cable shall be run to each inboard mast arm signal head, right side-mounted signal head (except for right turn signal heads), each pedestrian signal head, and each pedestrian push button.

OQ. The intersection will be "boxed" with two (2) three (3) inch diameter conduits.

1. One (1) conduit shall contain higher voltage signal and lighting conductors.
2. The second conduit shall contain lower voltage detection, preemption and communications conductors.

PR. All splicing will occur in the No. 7 pull boxes.

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QS. When the intersection lies along the path of a future fiber-optic interconnect route, two (2) additional four (4) inch conduits, each with a No. 8 green THW pull wire, shall be installed along that route throughout the project limits. Interconnect conduit shall be schedule 40 PVC or SDR 11 HDPE, unless otherwise approved by the City Traffic Engineer. Interconnect pull boxes shall not be placed in sidewalk areas when possible, but behind sidewalks or in greenways to minimize tripping hazards.

1. Interconnect pull boxes shall be installed no more than one thousand three hundred twenty (1,320) feet apart and shall be COF No. 9 per City of Flagstaff Engineering Detail 16-03-010.
2. A dedicated interconnect pull box shall be installed adjacent to a traffic signal pull box at intersections, preferably on the same corner as the signal control cabinet.
3. A three (3) inch conduit shall be installed to the traffic signal cabinet from the closest interconnect pull box.
4. Ninety (90) degree elbows are not to be used with the fiber-optic interconnect conduit unless specifically approved by the City Traffic Engineer. Where ninety (90) degree bends are necessary, they are to be made up of a series of forty-five (45) degree or less elbows, with a minimum radius of twenty-four (24) inches.
5. A maximum of three hundred sixty (360) degrees of cumulative bends between pull boxes is allowed, including both horizontal and vertical bends. Install additional No. 9 pull boxes if necessary to meet this requirement.

RT. All trenches in existing pavement shall be slurry backfilled and T-topped.

SU. A minimum of one (1) No. 7 pull box, with extension, shall be installed on each corner of the intersection.

TV. Controller operation shall be NEMA dual ring. Phase 2 shall be used for the main street through movement, either the eastbound or northbound direction.

UW. Flashing mode shall be all red.

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Section 37. Add Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-002: Signal Design Elements, Section 13-16-002-0003: Traffic Signal Pole Design Requirements, to read as follows:

This section describes the general requirements for traffic signal equipment to be installed within, or supplied to, the City of Flagstaff.

A. General Requirements

1. **All traffic signals and lighting equipment shall comply with the Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction (current revision) and the Arizona Department of Transportation, Traffic Signals and Lighting, Standard Drawings (current revision), in addition to meeting the requirements of this specification. If there are any differences, City of Flagstaff standard details and specification will supersede Arizona Department of Transportation.**

B. Traffic Signal Structure

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1. A traffic signal structure is a complete pole and mast arm assembly attached to a concrete foundation. The traffic signal structure consists at a minimum of
 - a. Pole
 - b. Signal mast arm
 - c. Luminaire mast arm
 - d. Foundation anchor bolts
 - e. Mast arm connecting hardware
 - f. Signal tenons
 - g. Vibration device
 - h. Top cap hardware
 - i. Pole hardware including hand hole covers
 - j. Concrete foundation with steel reinforcing (where required)
2. Traffic Signal structures shall be supplied per City of Flagstaff standard detail 16-02-020.
3. Each signal mast arm shall include a dynamic vibration mitigation device. The dynamic vibration device shall meet the following specification:
 - a. The dynamic vibration mitigation device shall aesthetically fit behind a 3 section signal head and not accumulate dirt or snow buildup. It shall be an active, non-aerodynamic vibration damper system to effectively mitigate the vertical movement under fatigue loads. The pole manufacturer will be required to submit all the necessary documentation and independent 3rd party testing of the device to prove the device is greater than 85 percent or greater excitation reduction for the entire range of structures in the standard. The device shall be robust to dampening large displacements and small displacements and be self-adapting, not require structure-specific tuning. The mitigation device shall be tested to withstand over 17 million large amplitude cycles with no deterioration of the dampening performance.

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13-16-004: Intersection Design Requirements

Section 38. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-004: Signal Construction, Section 13-16-004-0004: Construction Procedure, Scheduling, and Inspection, to modify 13-16-004-0004.L as follows:

L. Aboveground construction procedure:

1. All traffic signal and pedestrian heads will be “bagged” **with TAPCO Signal Head Covers, or approved equal**, as they are installed. ~~Proposed material for signal bagging shall be included with material submittals for approval.~~ Signal or pedestrian heads bagged with unapproved materials shall

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be removed immediately until approved bagging material is available. The bagging material will not be removed until the signal turn-on has begun.

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Section 39. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, and Pavement Markings, Division 13-16-004: Signal Construction, Section 13-16-004-0006: Documentation and Warranties, as follows:

A. Prior to final acceptance, the contractor shall document and provide to the City the following documentation:

1. Construction plans – one (1) copy in digital format (~~-.dwg~~**PDF**).
2. Signal cabinet plans – ~~three (3) printed copies, one (1) mylar copy, and~~ one (1) copy in digital format (~~-.dwg~~**PDF**).
3. As-built plans - ~~three (3) printed copies and one (1) mylar copy~~**one (1) copy in digital format (PDF/A)**.
4. Operation and maintenance manuals for all traffic signal equipment and systems shall be provided in ~~printed and~~ digital format (~~-.pdf~~**PDF/A**).

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13-16-005: Traffic Signs

Section 40. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-005: Traffic Signs, Section 13-16-005-0001: Traffic Signs, as follows:

C. Traffic signs shall be located outside of pedestrian and bicycle ways, including sidewalks, bikeways and bike lanes, FUTS trails, accessible routes, and curb ramps.

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13-16-006: Pavement Markings

Section 41. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-006: Pavement Markings, Section 13-16-006-0001: Longitudinal Pavement Markings, to add the following:

C. Design and layout of longitudinal pavement markings shall comply with the MUTCD, the Arizona Supplement to the MUTCD, the ADOT Traffic Safety for School Area Guidelines, and these standards.

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Section 42. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-006: Pavement Markings, Section 13-16-006-0002: Transverse Markings, Symbols, and Legends, to add the following:

D. Design and layout of transverse markings, symbols, and legends shall comply with the MUTCD, the Arizona Supplement to the MUTCD, the ADOT Traffic Safety for School Area Guidelines, and these standards.

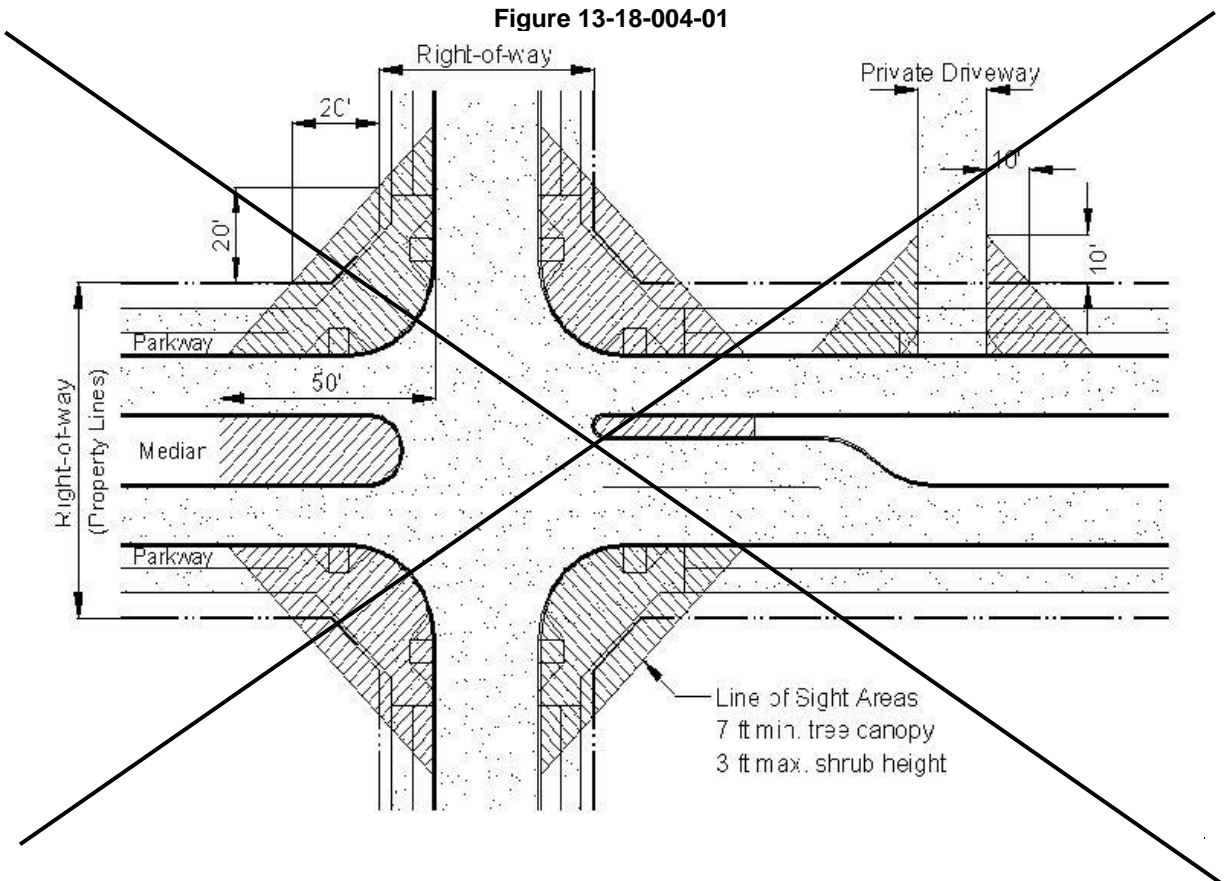
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13-18-004: Installation, Placement, and Planting

Section 43. Amend Title 13 Engineering Design Standards, Chapter 13-18: Landscaping Standards for Right-of-Way, Division 13-18-004: Installation, Placement, and Planting, Section 13-18-004-0001.2: Safety, to modify 13-18-004-0001.2.A as follows:

A. Lines of Sight. At intersections and driveways, landscaping proposed to be located within the **line of sight triangular area on a corner lot formed by measuring twenty (20) feet along both street side property lines from their intersection, or ten (10) feet from the intersection of a property line adjacent and parallel to a public street and a private street or driveway**, shall be selected for and maintained at a maximum **3.5 feet thirty (30) inch** top height. Trees located within or overhanging **these triangular areas** shall have canopies selected for and maintained at **eight seven (78) feet** above street level. **The end fifty (50) feet of m**Medians **at intersections, measured parallel to the directions of traffic**, shall be treated in the same manner. **See diagram below and Section 13-10-006-0002 for Intersection Sight Triangles, Clear View Zones.**

Figure 13-18-004-01



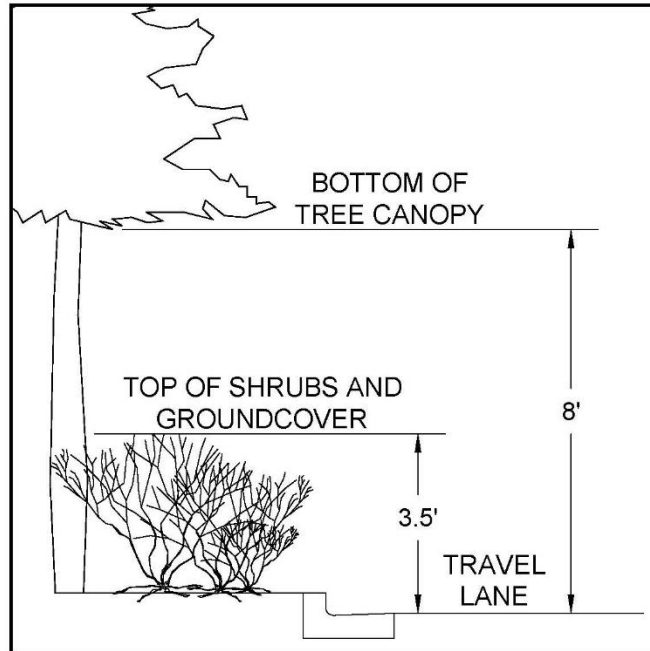
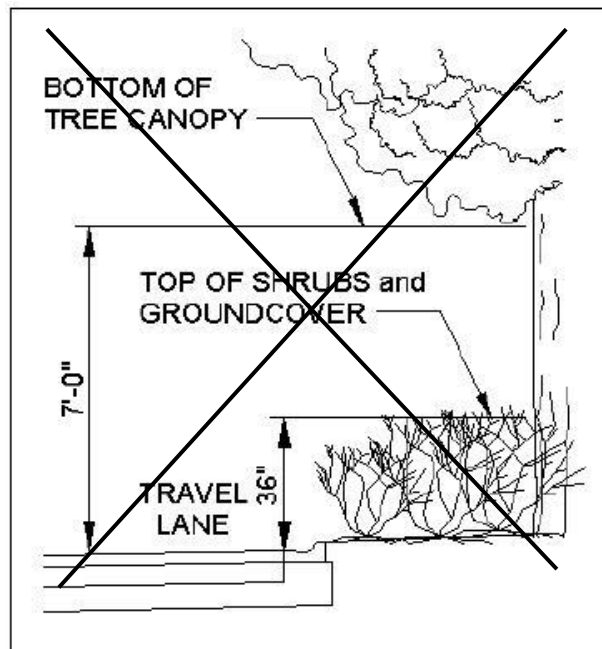


Figure 13-18-004-02



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13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction

Section 44. Add Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG

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Uniform Standard Details for Public Works Construction, Section 13-21-002-0211: MAG Detail No. 211 – Standard Trench Plating Detail, to read as follows:

Revise to include the following note:

7. The use of trench plating shall be prohibited from November 1st to April 1st unless specifically allowed by the City Engineer.

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Section 45. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0250: MAG Detail Nos. 250 and 251 – Driveway Entrances/Return Type Driveways, as follows:

Revise to include the following notes:

The revised depth of concrete for residential driveways shall be 6" minimum.

Class of concrete on all driveways shall be Class A.

The radius on Detail 251 shall be 5 feet or designed to complement the adjoining parkway and sidewalk.

Commercial driveway widths shall be based on operation and safety considerations of the development (reference NCHRP Report 659, Guide for the Geometric Design of Driveways).

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Section 46. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0420: MAG Detail No. 420 – Pre-Cast Concrete Sewer Manhole, as follows:

13-21-002-0420 MAG Detail No. 420-1 – ~~Pre-Cast~~ Concrete **Sanitary** Sewer Manhole

~~Delete the Note "steps not required in 60" M.H."~~

Revise to include the following:

Manholes that have either two or more inlets or inlet/outlet pipes ranging between 12" and 18" in diameter shall be constructed using 60" inside diameter manhole material. Manholes having inlet/outlet pipes 24" to 36" in diameter shall be constructed using 72" inside diameter manhole material. Manholes for pipes greater than 36" in diameter shall be specially designed.

~~Steps shall be installed in 60" manhole in accordance with 48" manhole standard.~~

Steps in all mManholes **access point** shall be **placed oriented** so that climber faces traffic and **the steps are is** on the same side of the manhole **that** the sewer pipe enters or exits the manhole.

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Section 47. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0421: MAG Detail No. 421 – Offset Manhole for 8” to 30” Pipe, as follows:

13-21-002-0421 MAG Detail No. 421 – Offset Manhole ~~for~~ 8” to 30” Pipe

~~Remove the Note beginning "1:3 Cement..."~~

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Section 48. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0422: MAG Detail No. 422 – Sewer Manhole and Cover Frame Adjustment, as follows:

13-21-002-0422 MAG Detail Nos. 422-1 and 422-2 – ~~Sewer~~ Manhole **Frame** and Cover ~~Frame~~ Adjustment

~~Remove the notes beginning "1:3 Cement..." and "M.H. step in 48"..."~~

Revise to include the following notes:

~~Steps shall be installed in 60" manholes in accordance with 48" manhole standard.~~

The manhole base shall be reinforced with #4 rebar 8" on center, placed 4" both ways above subgrade.

All manhole frame and cover adjustments shall be made in accordance with City of Flagstaff Detail 9-03-062.

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Section 49. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0424: MAG Detail No. 424 – Sewer Manhole and Cover Frame Adjustment, as follows:

13-21-002-0424 MAG Detail Nos. 424-1, 424-2, and 425 – Manhole Frame and Cover

~~All manhole frames and covers shall be aluminum~~ **In certain non-traffic areas, aluminum manhole frames and covers may be required by the City Engineer or Water Services Director.**

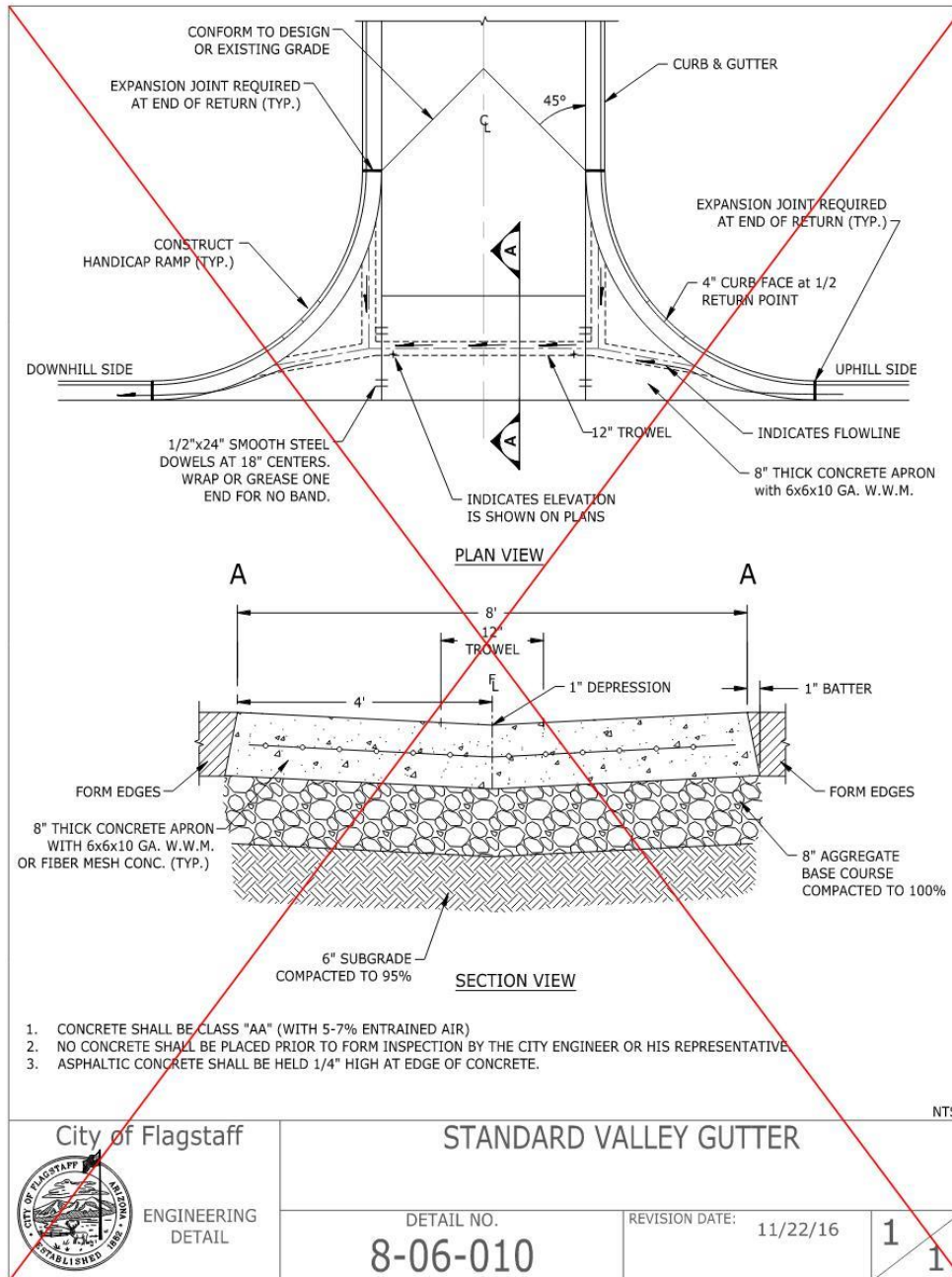
The agency name is not required on manhole covers.

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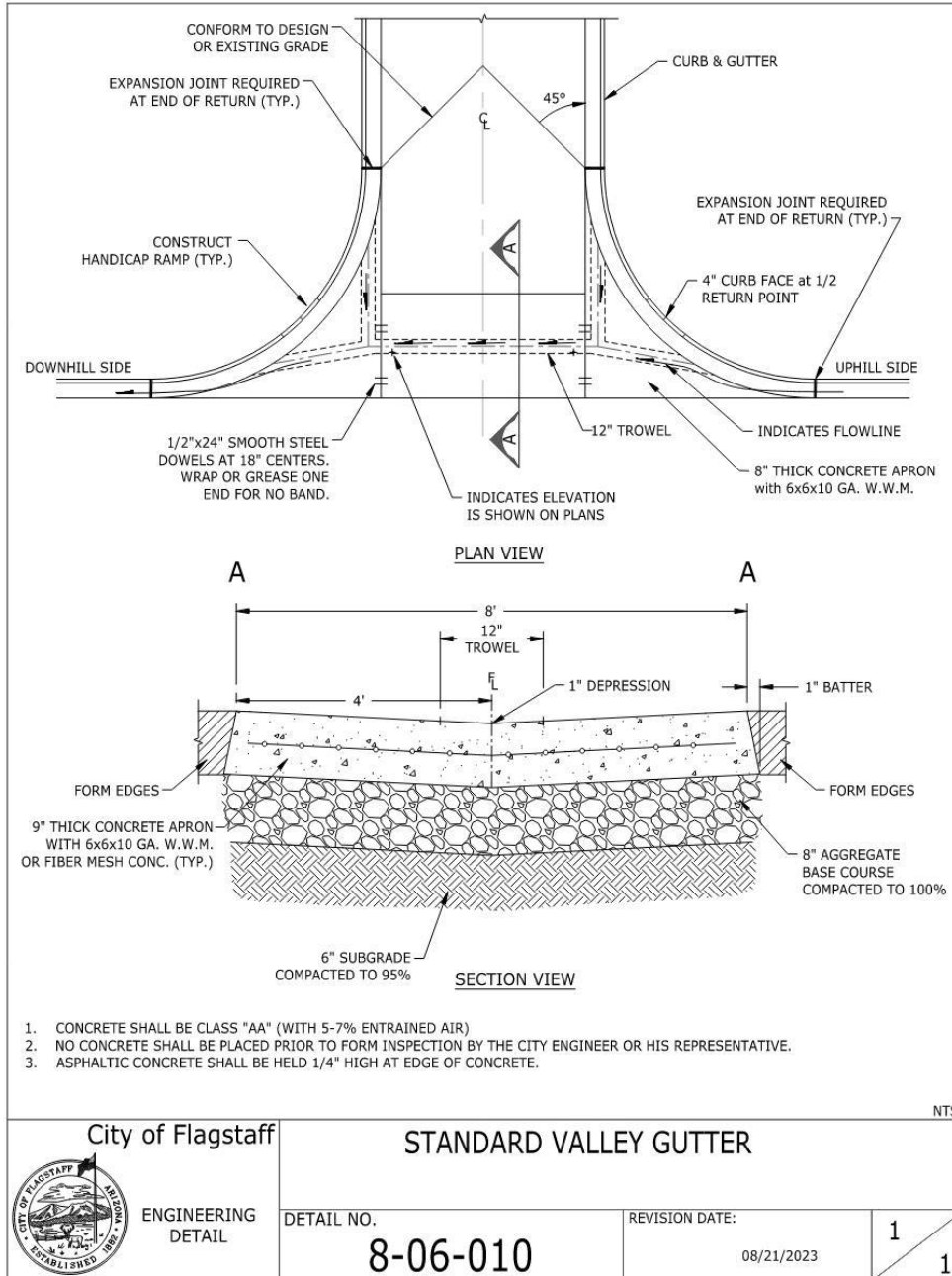
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

8-06-010: Standard Valley Gutter

Section 50. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 8-06-010: Standard Valley Gutter, delete existing standard drawing 08-06-010 and replace with standard drawing 08-06-010 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

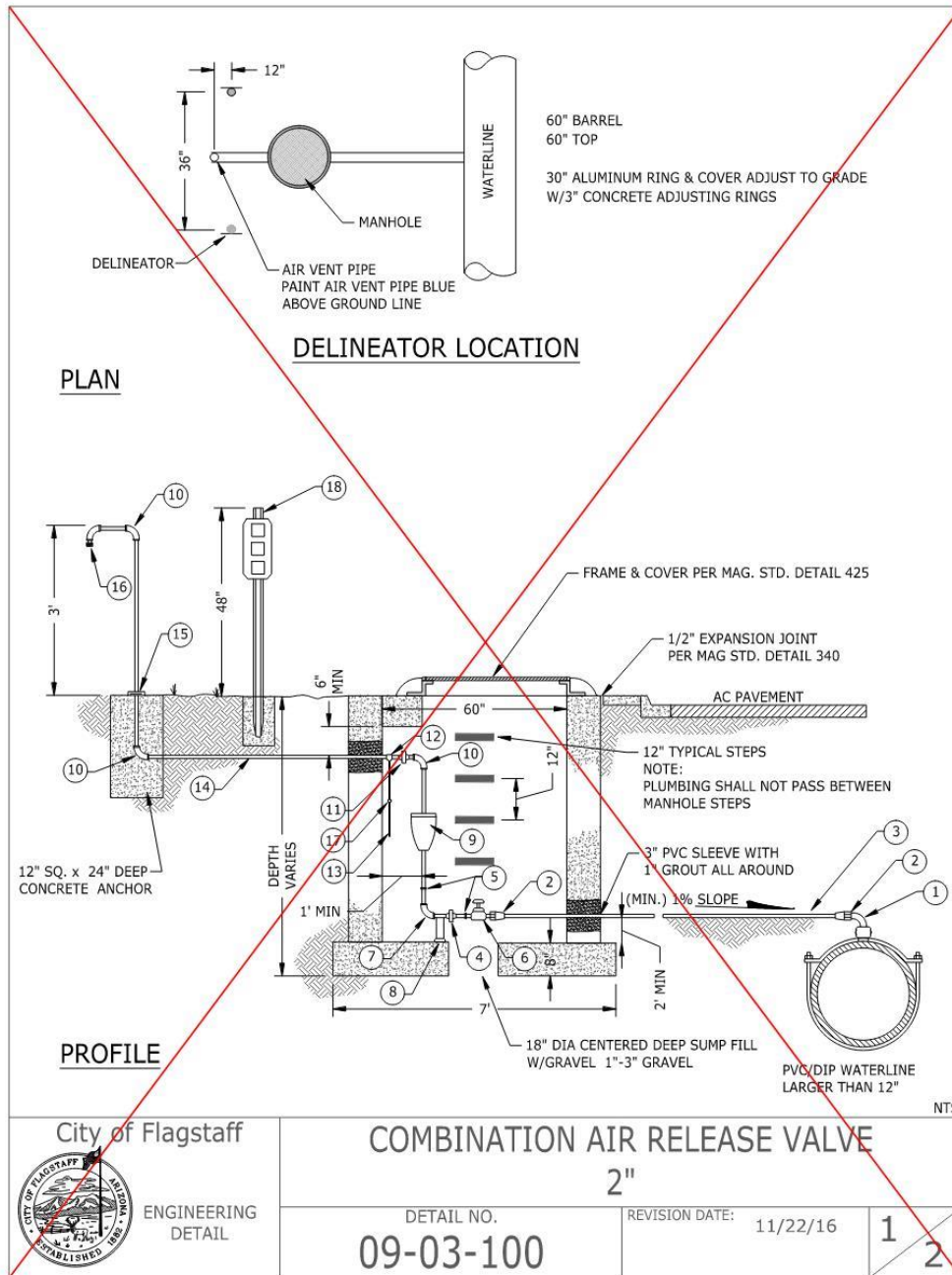


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

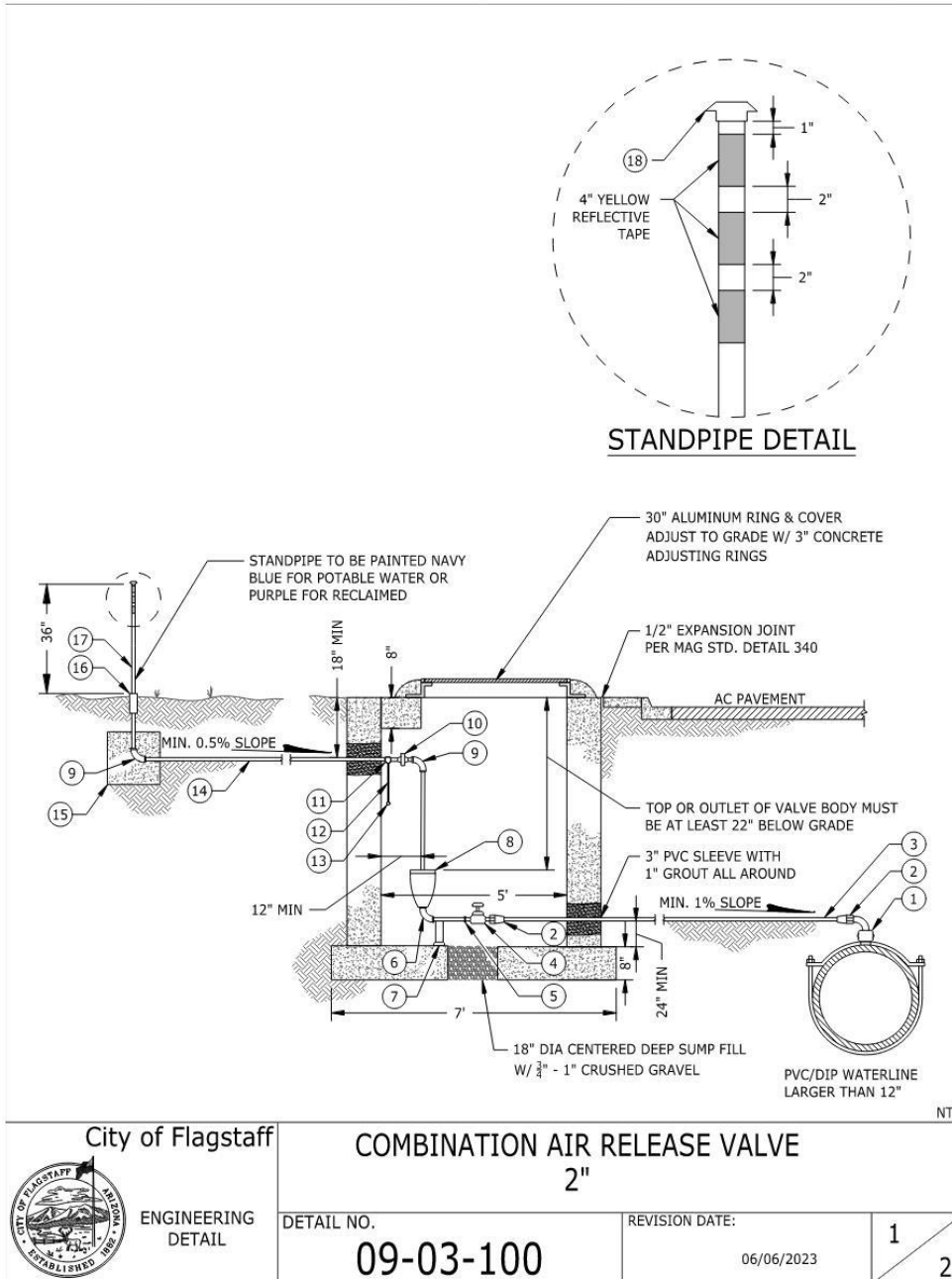
09-03-100: Combination Air Release Valve 2"

Section 51. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-03-100: Combination Air Release Valve 2", delete existing standard drawing 09-03-100 and replace with standard drawing 09-03-100 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure


<p>KEYNOTE:</p> <ol style="list-style-type: none"> ① SWING JOINT ASSEMBLY: SERVICE SADDLE, DOUBLE STRAP: 2" CORP (1) IP x IP 2" 90° BRASS ELLS (2) 2" BRASS NIPPLE, 2 1/2" TO 6" LONG ② 2" IP x SWEAT COPPER ADAPTOR IP THREADS, SWEAT WITH BRAZING ROD AS PER COF STD FOR SWEAT FITTINGS, 110 or QUICK ③ 2" TYPE "L" RIGID COPPER ④ 2" BRASS UNION ⑤ 2" BRASS NIPPLE ⑥ 2" BALL CURB STOP, LOCATE CURB STOP ON IT'S SIDE SO THAT IT IS ACCESSIBLE FROM MH OPENING ⑦ 2" BRASS 90° ELL ⑧ ADJUSTABLE PIPE SUPPORT - - - ELCEN NO. 48, 50 AND 268 FLOOR FLANGE BOLT TO SLAB WITH WEDGE ANCHOR BOLTS ⑨ 2" COMBINATION AIR RELEASE VALVE ⑩ 2" 90° ELL - - - GALVANIZED STEEL STANDARD WEIGHT ⑪ 2" GALVANIZED UNION ⑫ 2" x 1/2" GALVANIZED TEE ⑬ 1/2" GALVANIZED DRAIN TUBE ⑭ 2" SCHEDULE 40 GALVANIZED STEEL PIPE ⑮ 2" AWWA CLASS "B" FLANGES (THREADED) WITH MINIMUM 2 THREADED BOLTS ⑯ 2" AWWA CLASS "B" FLANGES (THREADED) W/NO. 18 STAINLESS STEEL WIRE MESH BETWEEN FLANGES ⑰ 1/2" CHECK VALVE ⑱ STANDARD DELINEATOR PER COF STD DETAIL 10-06-011 SET IN A 12" x 24" BASE <u>FACING ONCOMING TRAFFIC</u> (2 EA) <p>NOTE:</p> <ol style="list-style-type: none"> 1. ALL BELOW GROUND PIPE & FITTINGS SHALL BE WRAPPED W/2 LAYERS (50% LAP EACH) OF 10 MIL PVC TAPE W/PRIMER PER MANUFACTURER'S RECOMMENDATIONS. 2. ALL COPPER FITTINGS OUTSIDE OF MANHOLE TO BE BEDDED IN FINE CINDERS. 					
 <p>City of Flagstaff</p> <p>ENGINEERING DETAIL</p>	<p>COMBINATION AIR RELEASE VALVE</p> <p>2"</p>				
	<p>DETAIL NO.</p> <p>09-03-100</p>	<p>REVISION DATE: 11/22/16</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50px;">2</td> </tr> <tr> <td style="text-align: center;">2</td> </tr> </table>	2	2
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2					



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

KEYNOTE:

- ① SWING JOINT ASSEMBLY:
SERVICE SADDLE PER SECTION 13-09-003-0007.2
2" CORP (1) IP x IP
2" 90° BRASS ELLS (2)
2" BRASS NIPPLE, 2½" TO 6" LONG
- ② 2" MIP x CTS ADAPTOR, MUELLER 110 OR FORD QUICK JOINT
- ③ 2" TYPE "K" RIGID COPPER
- ④ 2" BALL CURB STOP, LOCATE CURB STOP VERTICALLY SO THAT IT IS ACCESSIBLE FROM MH OPENING
- ⑤ 2" BRASS NIPPLE
- ⑥ 2" BRASS 90° STREET ELL (MIP x FIP)
- ⑦ ADJUSTABLE PIPE SUPPORT
- ⑧ 2" CRISPIN OR CLA-VAL COMBINATION AIR RELEASE VALVE
- ⑨ 2" GALVANIZED 90° ELL
- ⑩ 2" GALVANIZED UNION
- ⑪ 2" x 1/2" GALVANIZED TEE
- ⑫ 1/2" x 6" GALVANIZED NIPPLE
- ⑬ BII 1/2" SPRING CHECK VALVE, OR APPROVED EQUAL
- ⑭ 2" SCHEDULE 40 GALVANIZED STEEL PIPE (LENGTH PER DETAIL 09-03-102)
- ⑮ 12" x 12" x 12" CONCRETE BLOCK
- ⑯ 2" FIP x FIP PVC BREAKAWAY COUPLING
- ⑰ 2" x 36" GALVANIZED NIPPLE
- ⑱ NORTHTOWN MUSHROOM CAP OR APPROVED EQUAL

 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>COMBINATION AIR RELEASE VALVE 2"</p>	
	<p>DETAIL NO. 09-03-100</p>	<p>REVISION DATE: 06/06/2023</p>

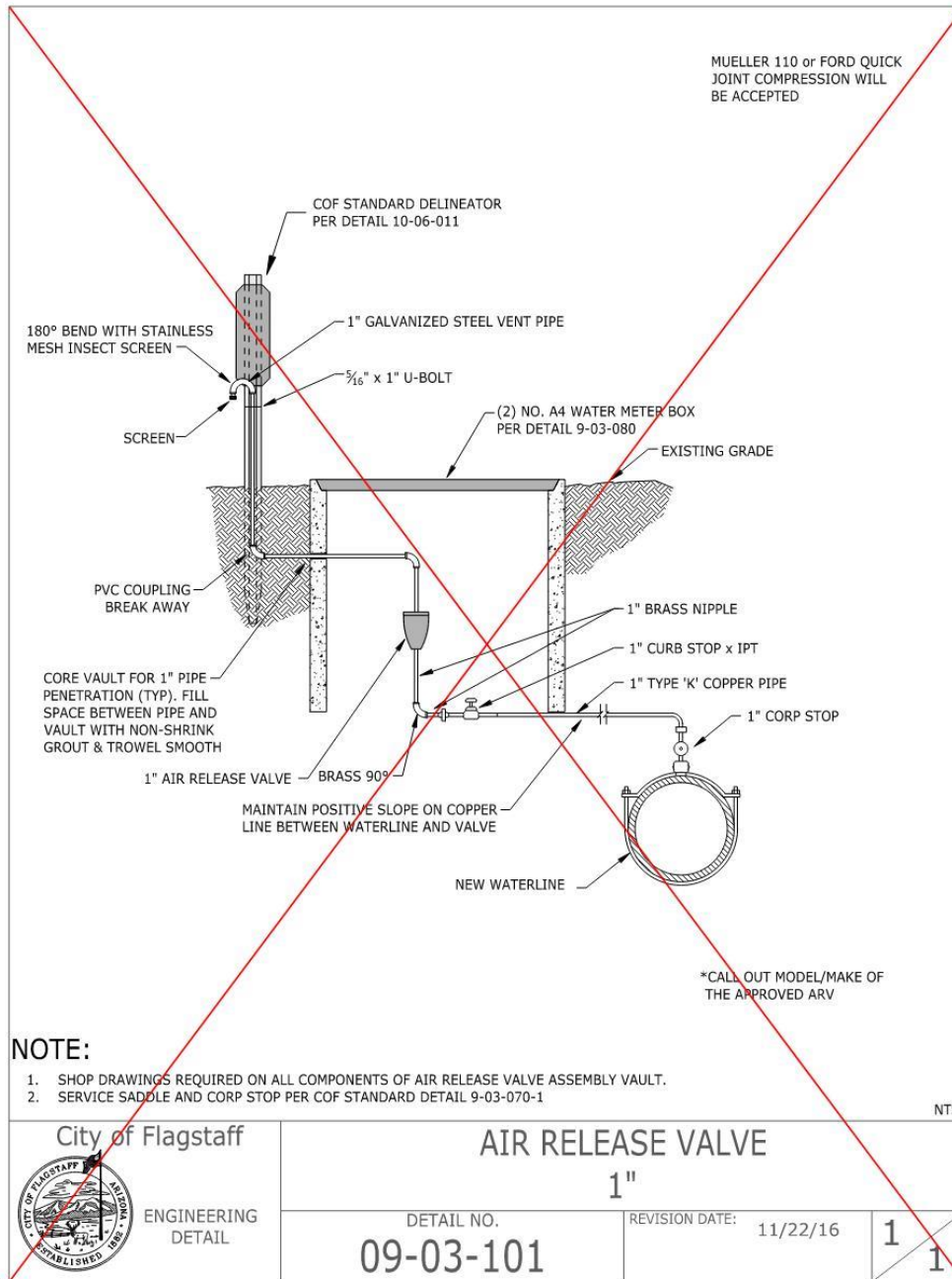
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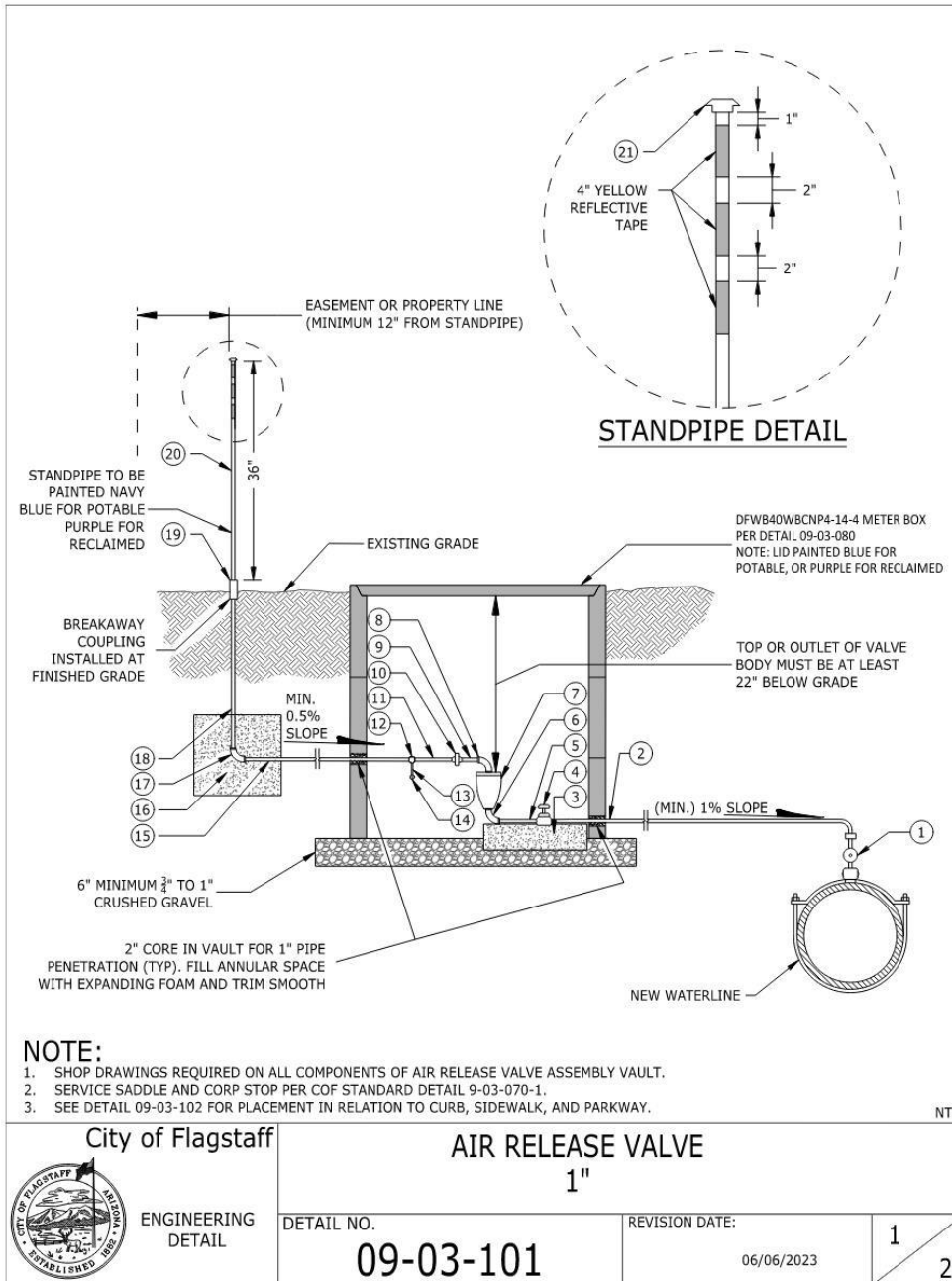
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-03-101: Air Release Valve 1"

Section 52. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-03-101: Air Release Valve 1", delete existing standard drawing 09-03-101 and replace with standard drawing 09-03-101 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

KEYNOTE:

- ① 1" CORP STOP
- ② 1" TYPE 'K' SOFT COPPER PIPE
- ③ 4" x 8" x 16" PRECAST CONCRETE SUPPORT
- ④ 1" CTS x FIP CURBSTOP BALL VALVE WITH LOCK-WING
- ⑤ 1" x 8" BRASS NIPPLE
- ⑥ 1" BRASS 90° STREET ELL (MIP x FIP)
- ⑦ 1" CRISPIN OR CLA-VAL COMBINATION AIR RELEASE VALVE
- ⑧ 1" GALVANIZED STREET 90° ELL
- ⑨ 1" x 3" GALVANIZED NIPPLE
- ⑩ 1" GALVANIZED UNION
- ⑪ 1" x 3" GALVANIZED NIPPLE
- ⑫ 1" x 1" x ½" FIP x FIP x FIP GALVANIZED TEE
- ⑬ ½" x 6" GALVANIZED NIPPLE
- ⑭ BII 1/2" SPRING CHECK VALVE, OR APPROVED EQUAL
- ⑮ 1" GALVANIZED NIPPLE (LENGTH TO MEET DETAIL 09-03-102)
- ⑯ 12" x 12" x 12" CONCRETE BLOCK
- ⑰ 1" FIP x FIP GALVANIZED 90° ELL
- ⑱ 1" x 18" GALVANIZED NIPPLE
- ⑲ 1" FIP x FIP PVC BREAKAWAY COUPLING
- ⑳ 1" x 36" GALVANIZED NIPPLE
- ㉑ 1" NORTHTOWN MUSHROOM CAP OR APPROVED EQUAL

 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>AIR RELEASE VALVE 1"</p>	
	<p>DETAIL NO. 09-03-101</p>	<p>REVISION DATE: 06/06/2023</p>

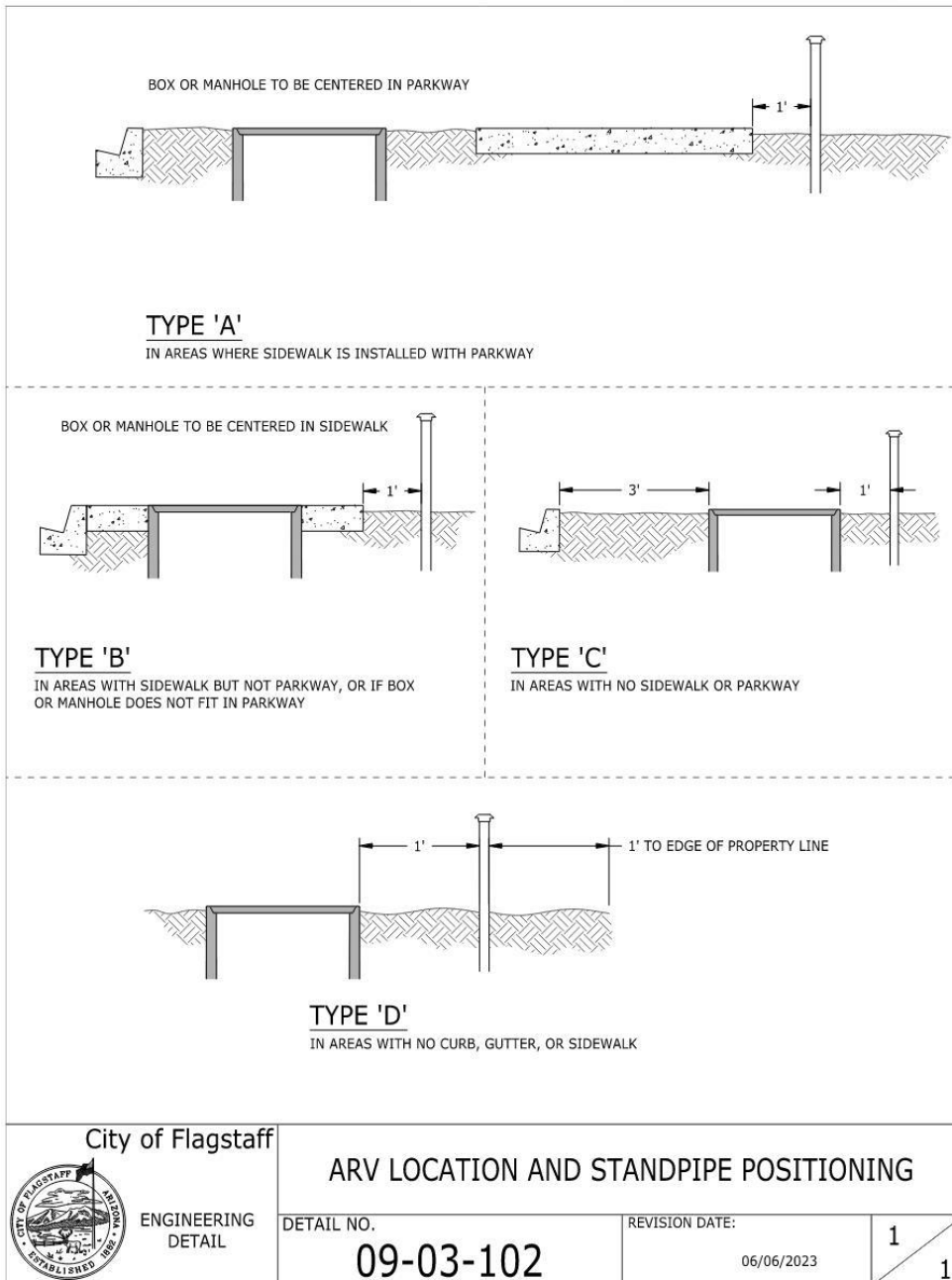
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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-03-102: ARV Location and Standpipe Positioning

Section 53. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-03-102: ARV Location and Standpipe Positioning, to read as follows:

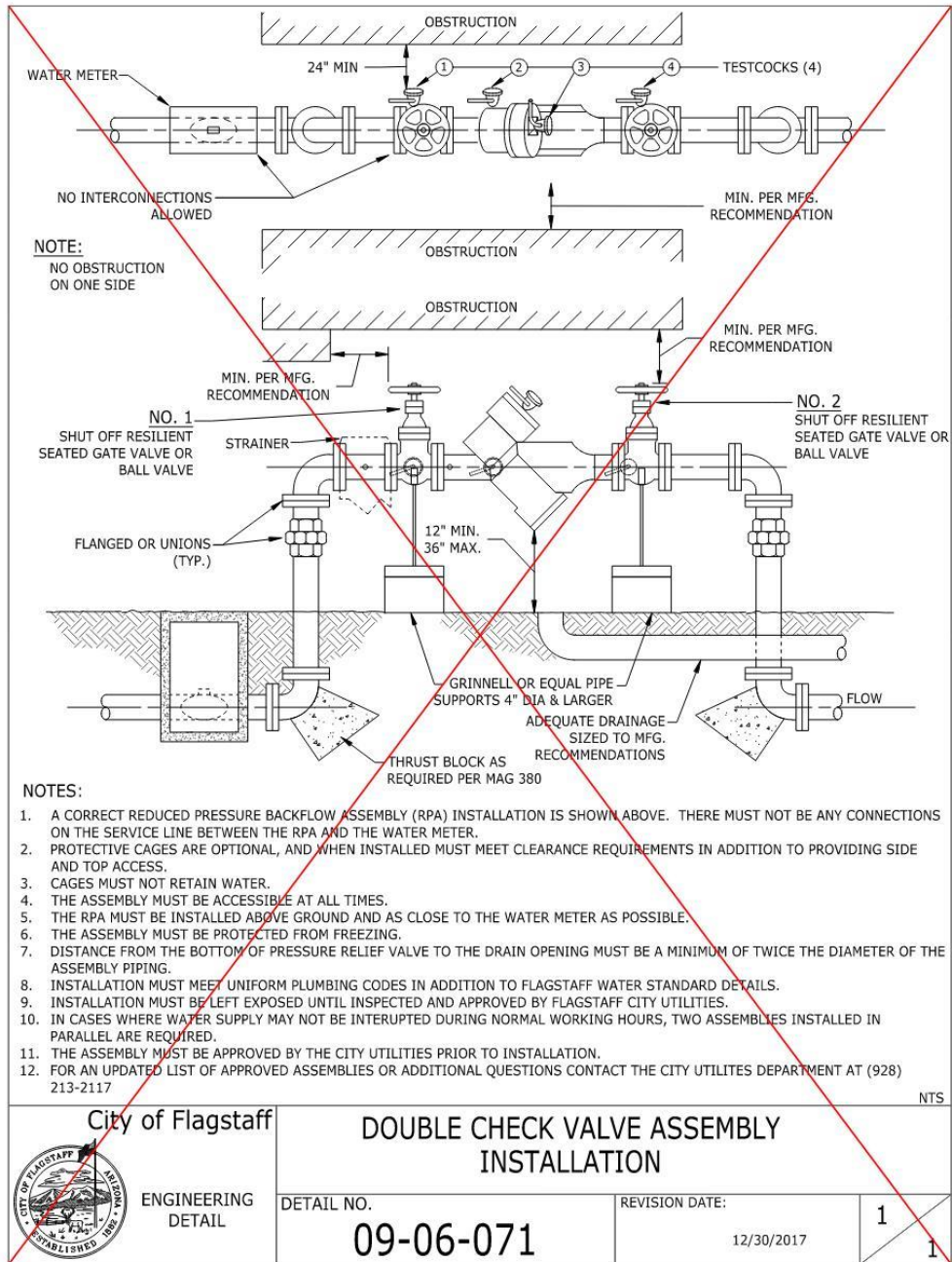


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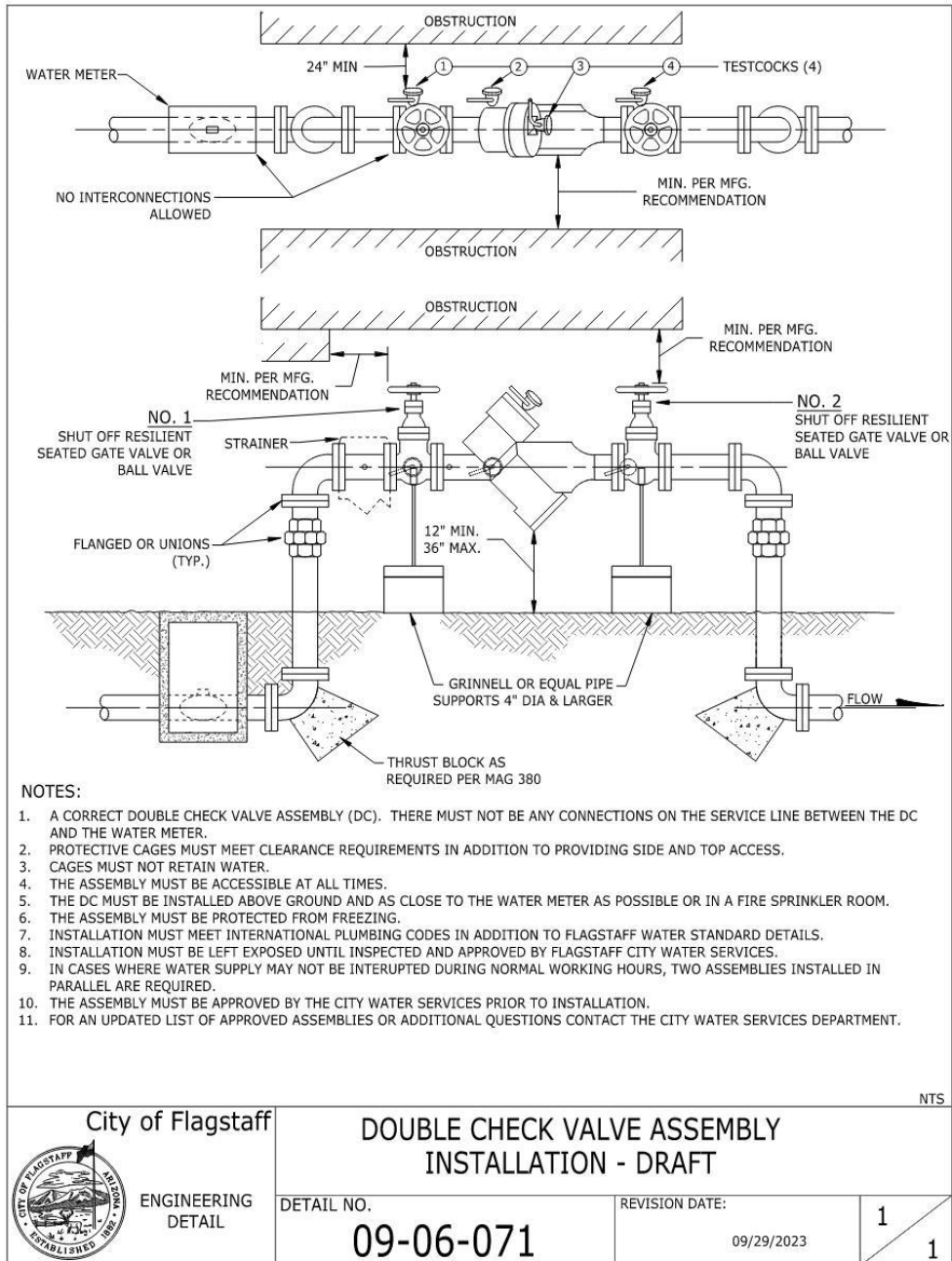
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-06-071: Double Check Valve Assembly Installation

Section 54. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-06-071: Double Check Valve Assembly Installation, delete existing standard drawing 09-06-071 and replace with standard drawing 09-06-071 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

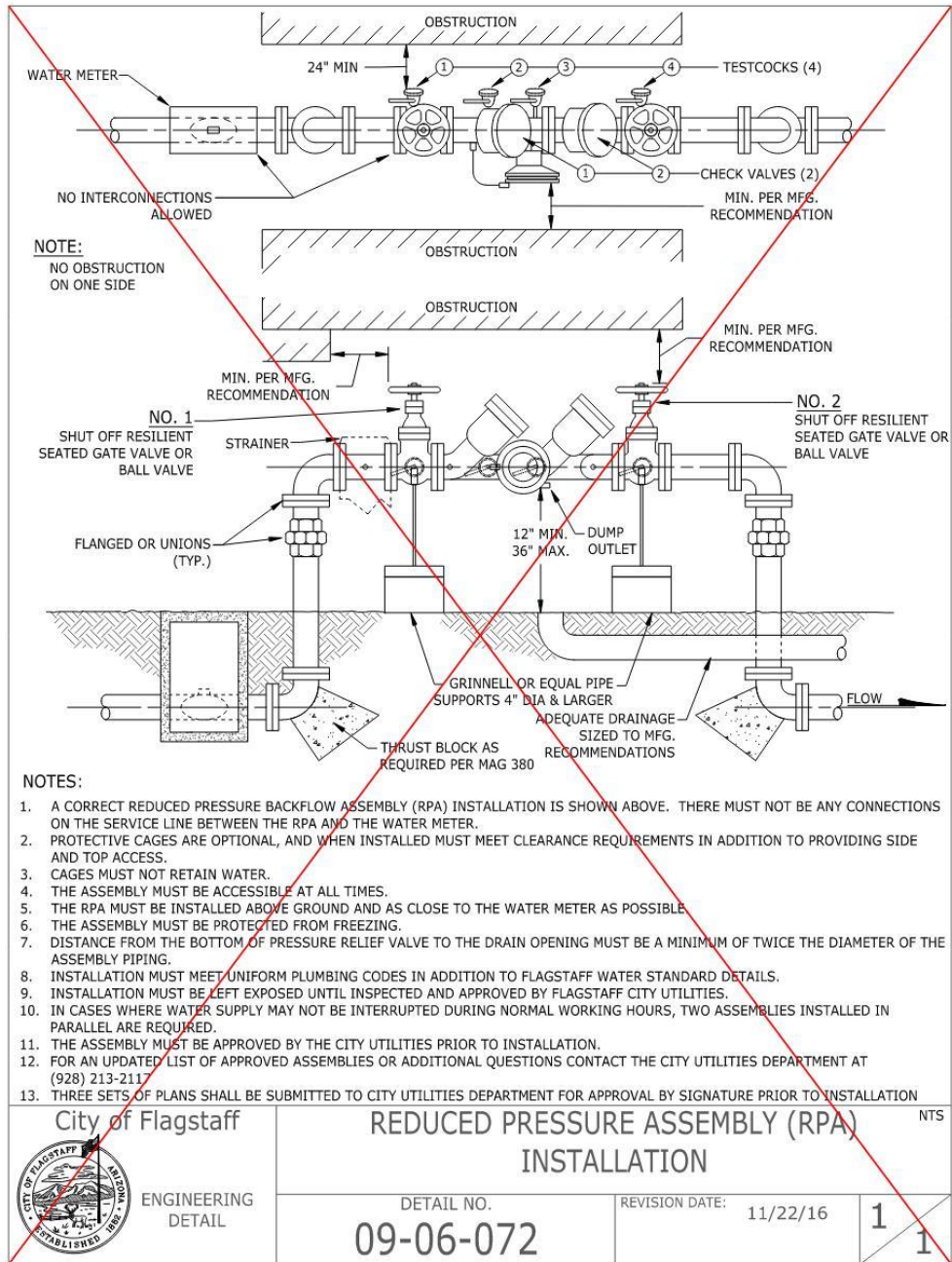


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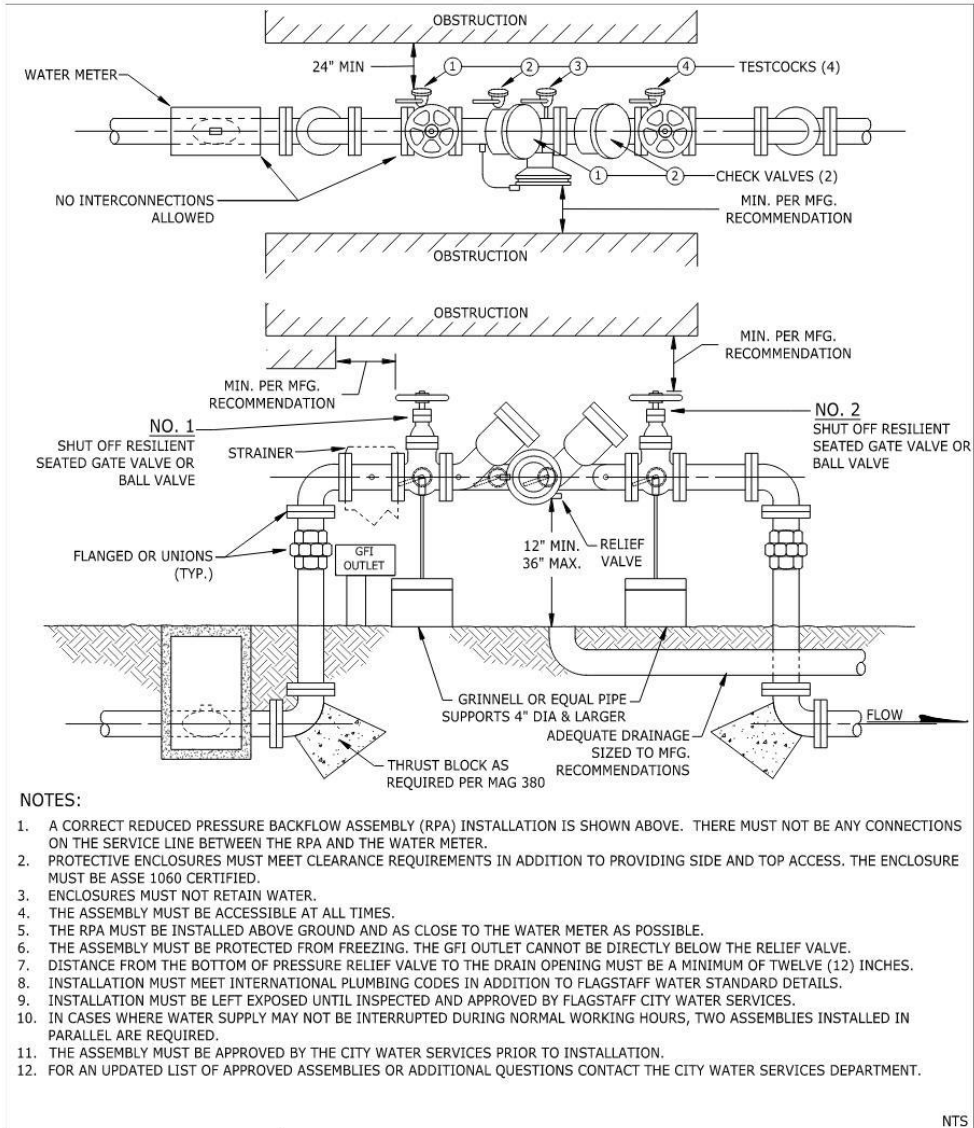
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-06-072: Reduced Pressure Assembly (RPA) Installation

Section 55. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-06-072: Reduced Pressure Assembly (RPA) Installation, delete existing standard drawing 09-06-072 and replace with standard drawing 09-06-072 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



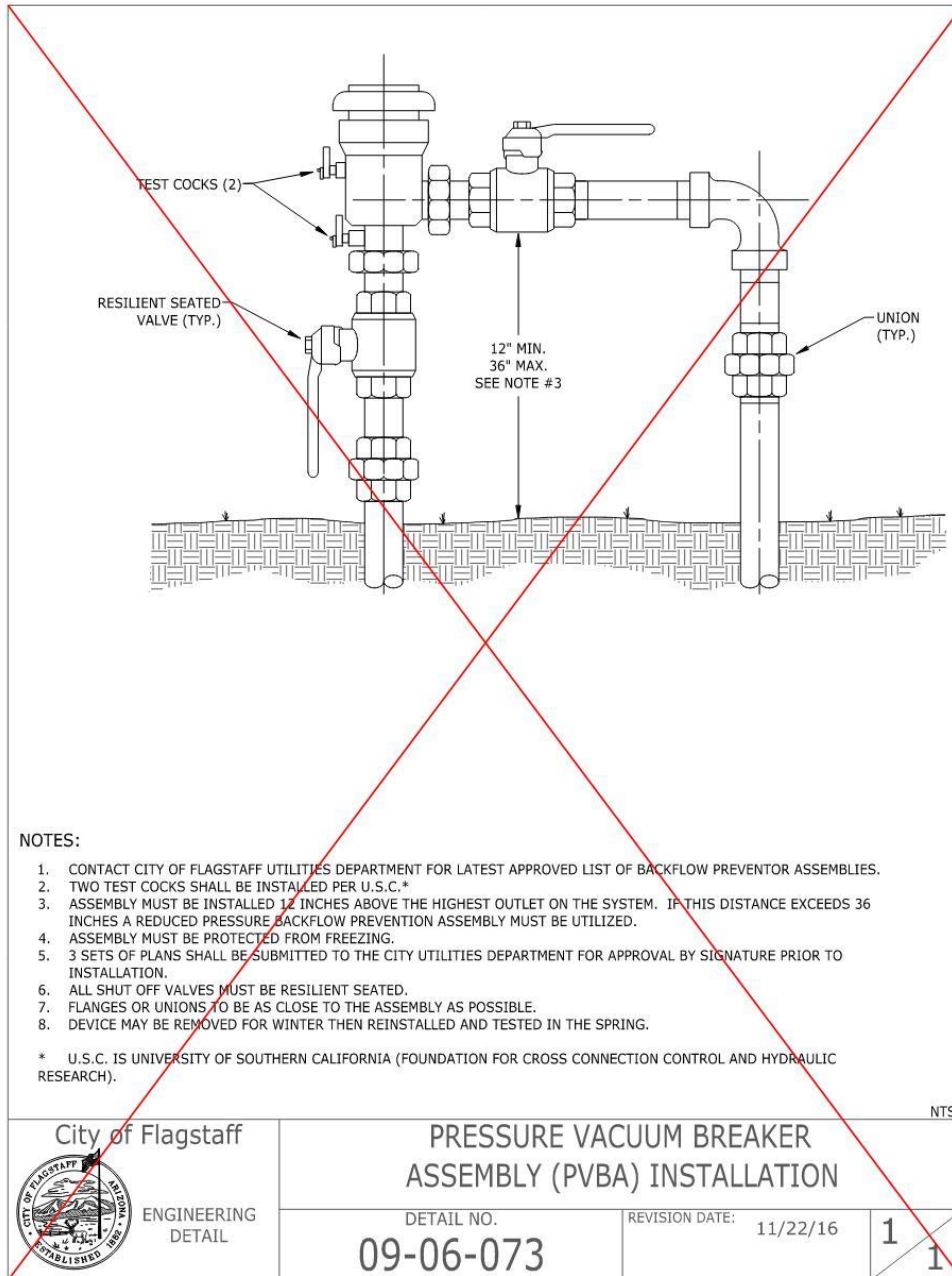
 <p>City of Flagstaff ENGINEERING DETAIL</p>	REDUCED PRESSURE ASSEMBLY (RPA) INSTALLATION			NTS
	DETAIL NO. <h2 style="margin: 0;">09-06-072</h2>	REVISION DATE: 02/20/2024	1 <hr/> 1	

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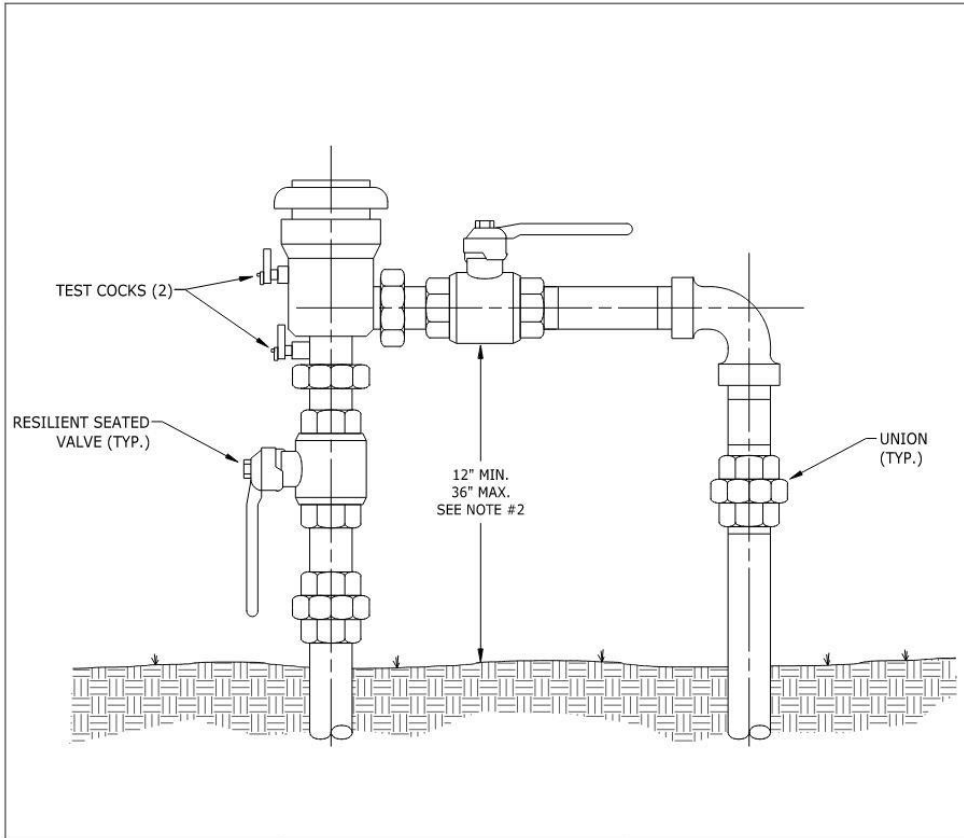
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-06-073: Pressure Vacuum Breaker Assembly (PVBA) Installation

Section 56. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-06-073: Pressure Vacuum Breaker Assembly (PVBA) Installation, delete existing standard drawing 09-06-073 and replace with standard drawing 09-06-073 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



NOTES:

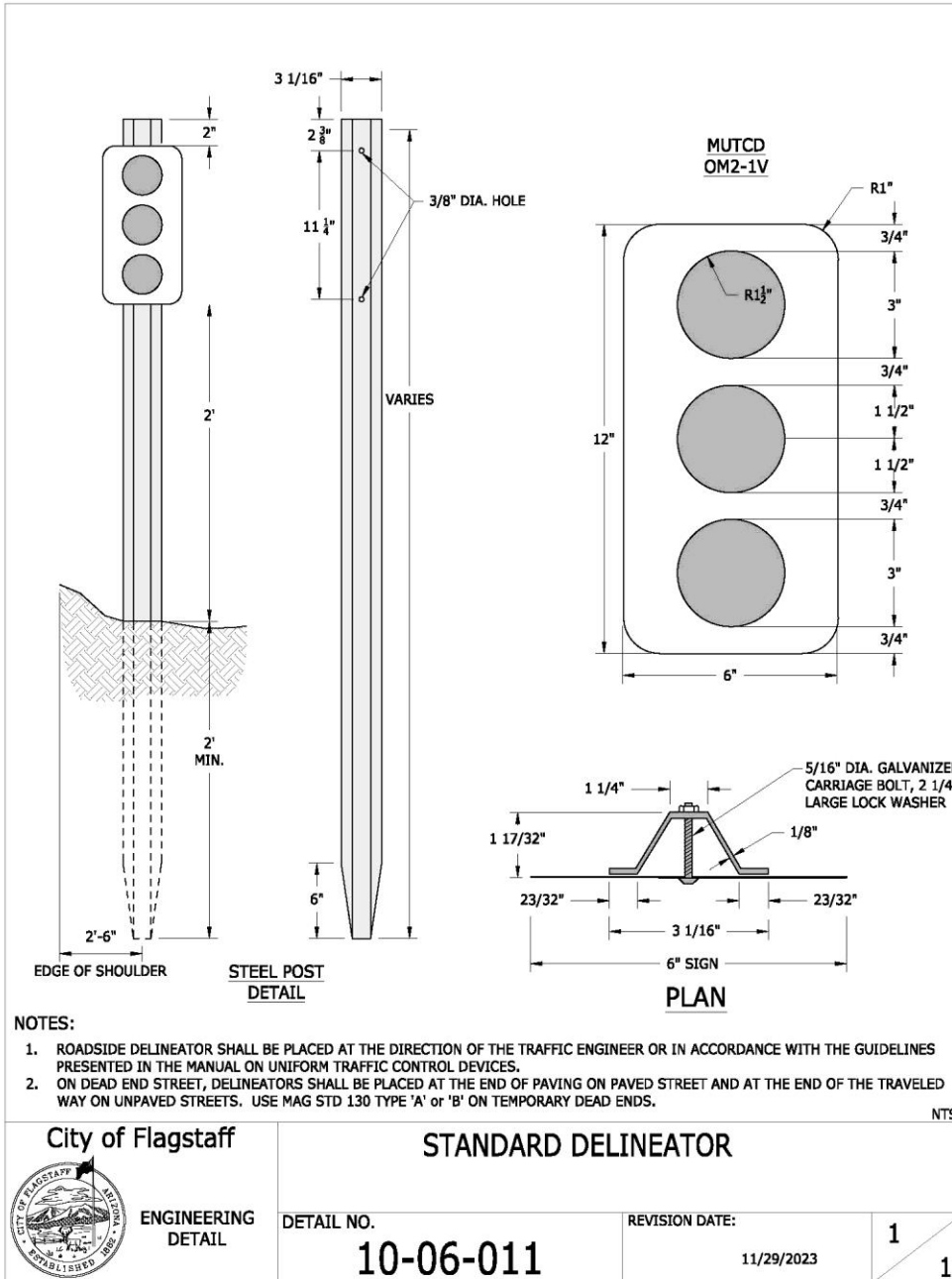
1. CONTACT CITY OF FLAGSTAFF WATER SERVICES DEPARTMENT FOR LATEST APPROVED LIST OF BACKFLOW PREVENTOR ASSEMBLIES.
2. ASSEMBLY MUST BE INSTALLED 12 INCHES ABOVE THE HIGHEST OUTLET ON THE SYSTEM (I.E. THE END OF THE IRRIGATION LINE). IF THIS DISTANCE EXCEEDS 36 INCHES A REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY MUST BE UTILIZED.
3. ASSEMBLY MUST BE PROTECTED FROM FREEZING.
4. ALL SHUT OFF VALVES MUST BE RESILIENT SEATED.
5. FLANGES OR UNIONS TO BE AS CLOSE TO THE ASSEMBLY AS POSSIBLE.
6. DEVICE MAY BE REMOVED FOR WINTER THEN REINSTALLED AND TESTED IN THE SPRING.

NTS

 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>PRESSURE VACUUM BREAKER ASSEMBLY (PVBA) INSTALLATION</p>			
	<p>DETAIL NO. 09-06-073</p>	<p>REVISION DATE: 03/01/2022</p>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">1</td> </tr> </table>	1
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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

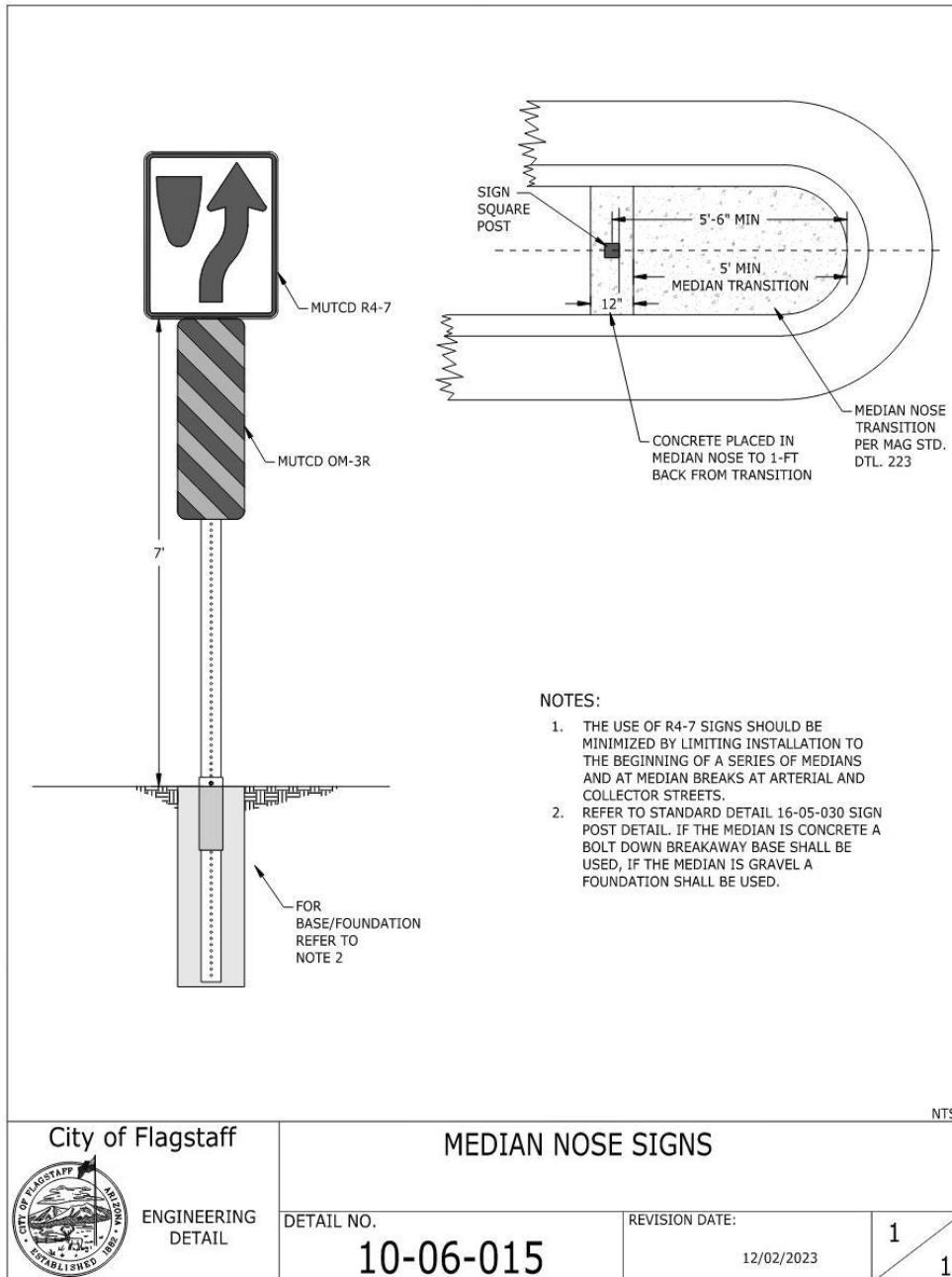


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-06-015: Median Nose Signs

Section 58. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-06-015: Median Nose Signs, to read as follows:

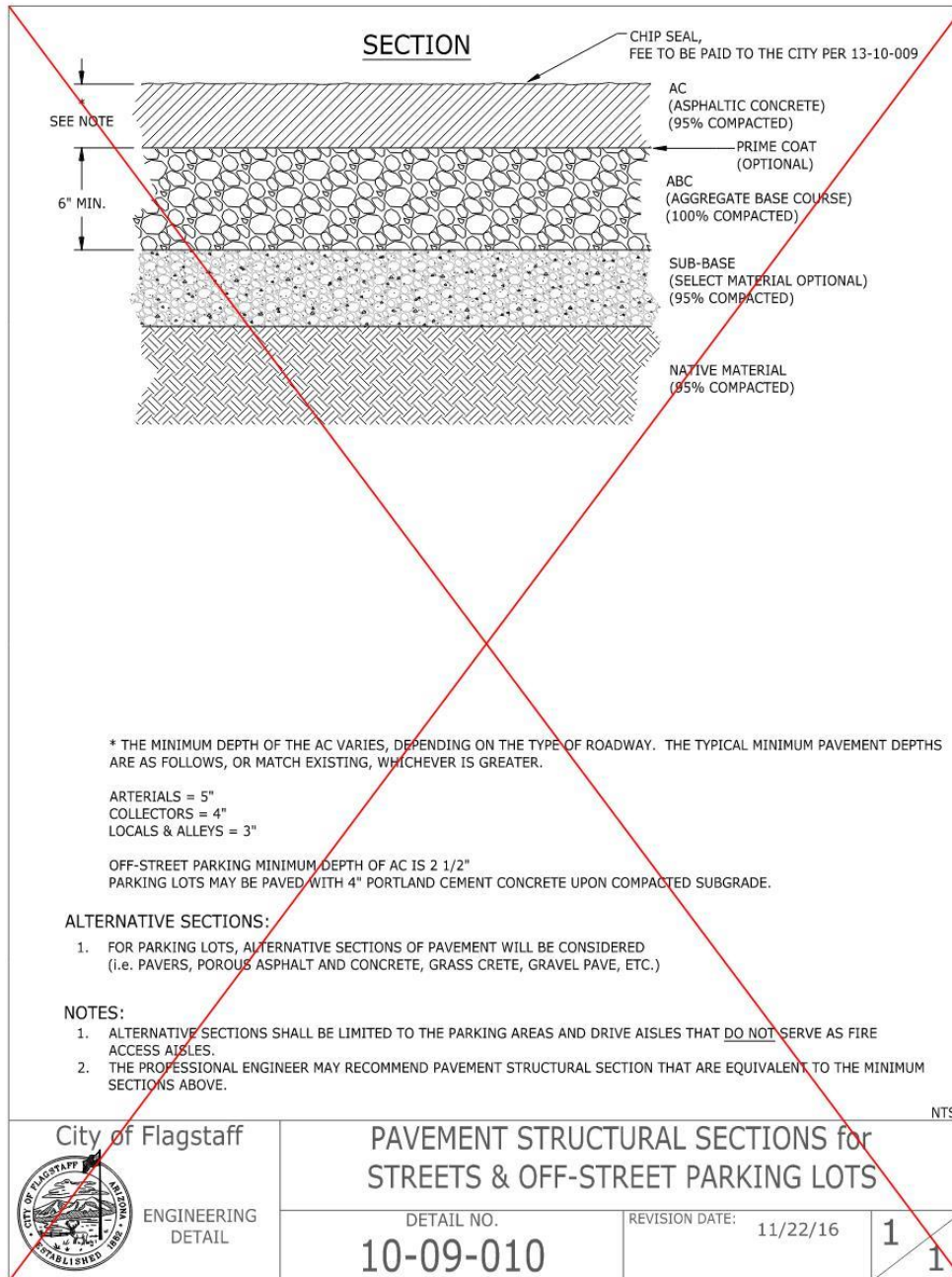


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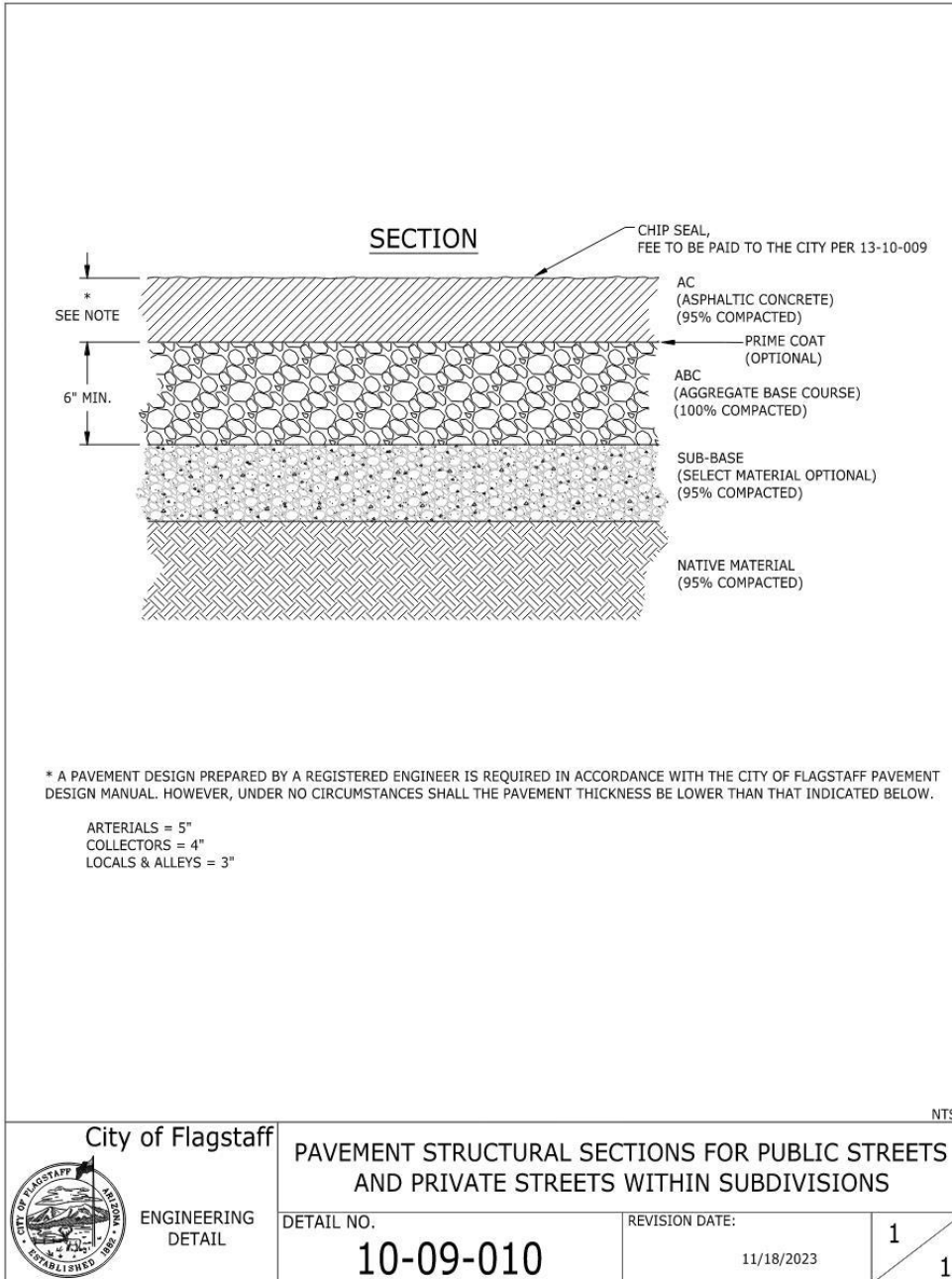
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-09-010: Pavement Structural Section for Streets and Off-Street Parking Lots

Section 59. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-09-010: Pavement Structural Section for Streets and Off-Street Parking Lots, delete existing standard drawing 10-09-010 and replace with standard drawing 10-09-010 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

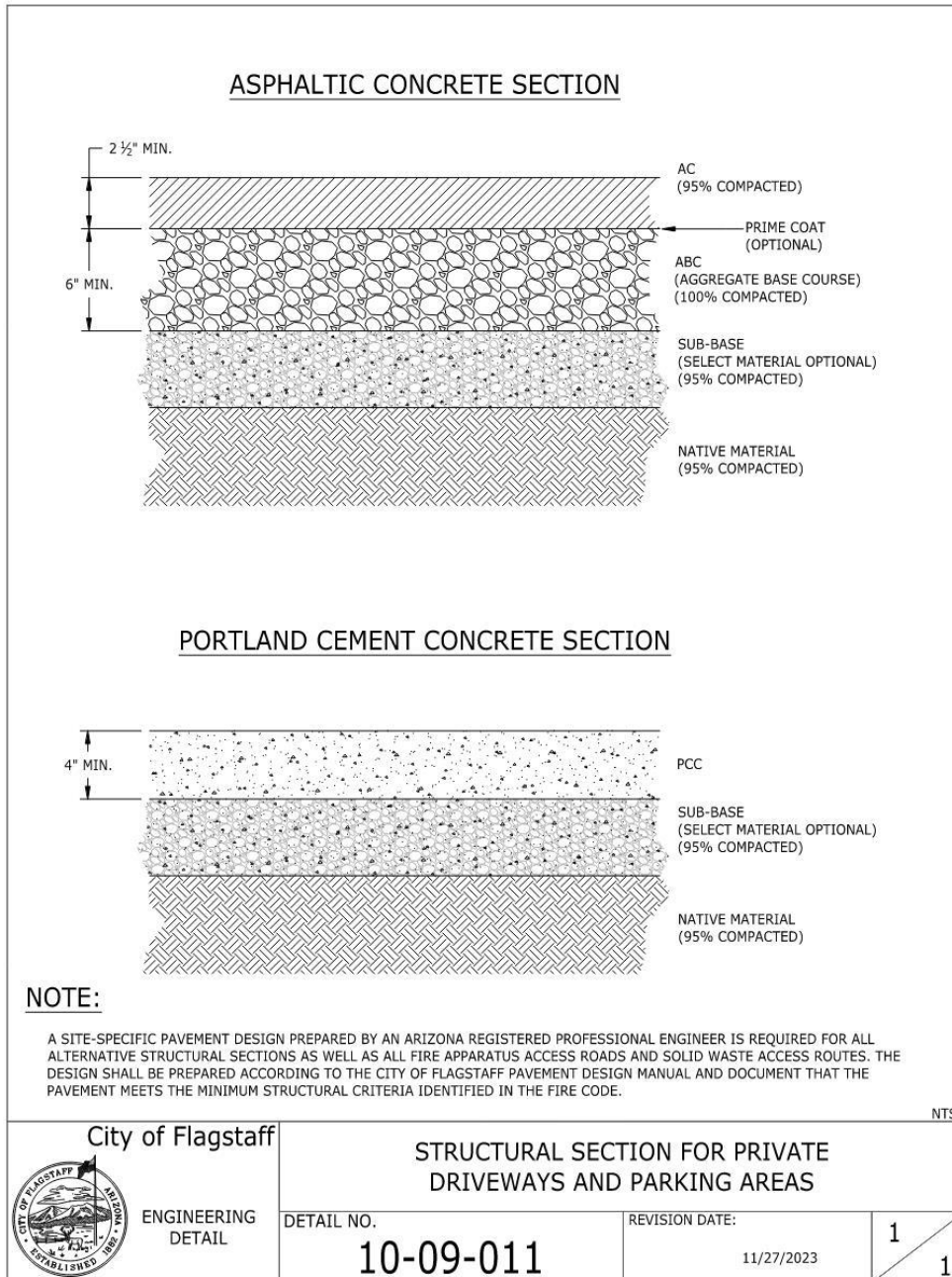


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-09-011: Structural Section for Private Driveways and Parking Areas

Section 60. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-09-011: Structural Section for Private Driveways and Parking Areas, to read as follows:

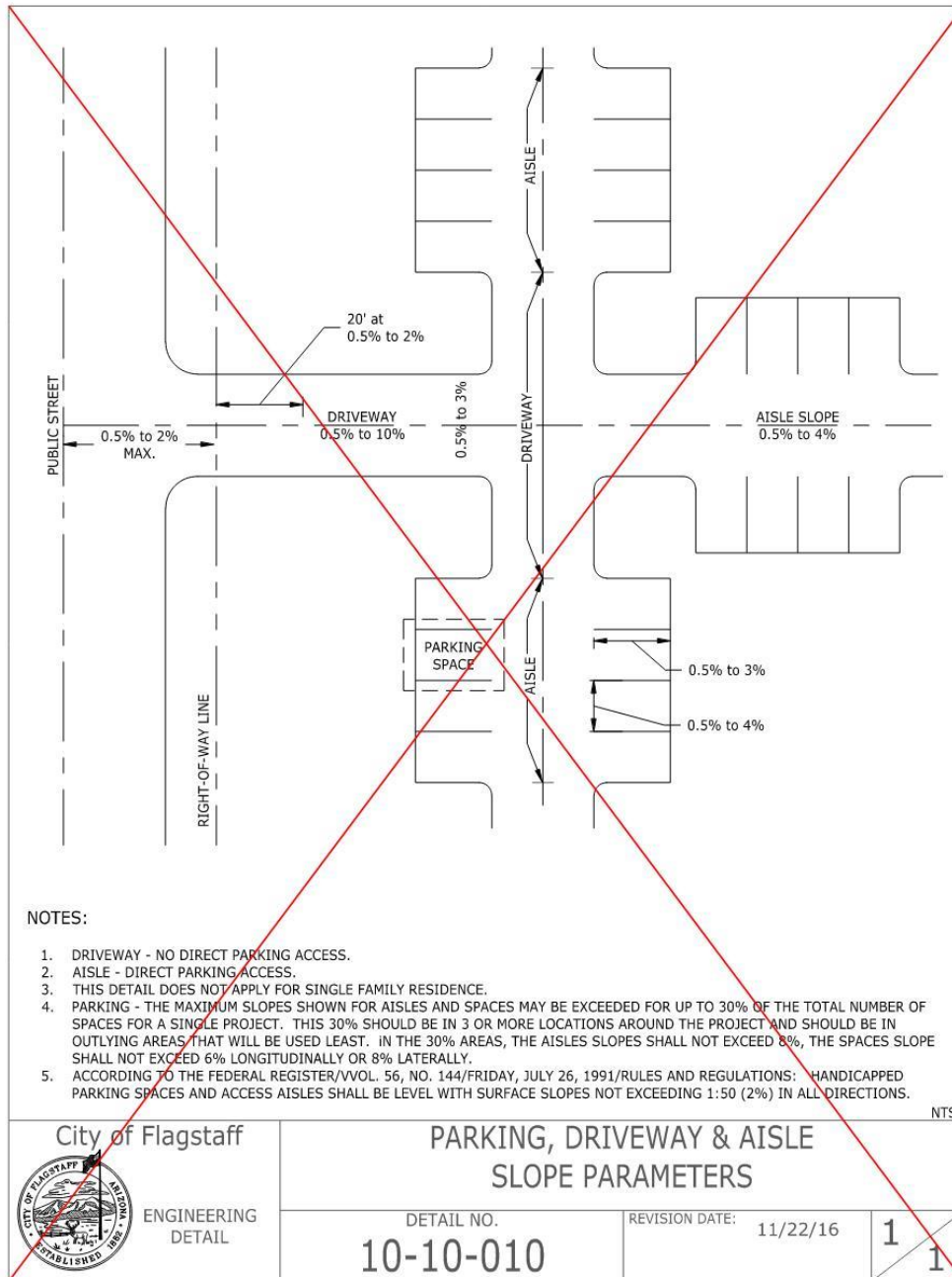


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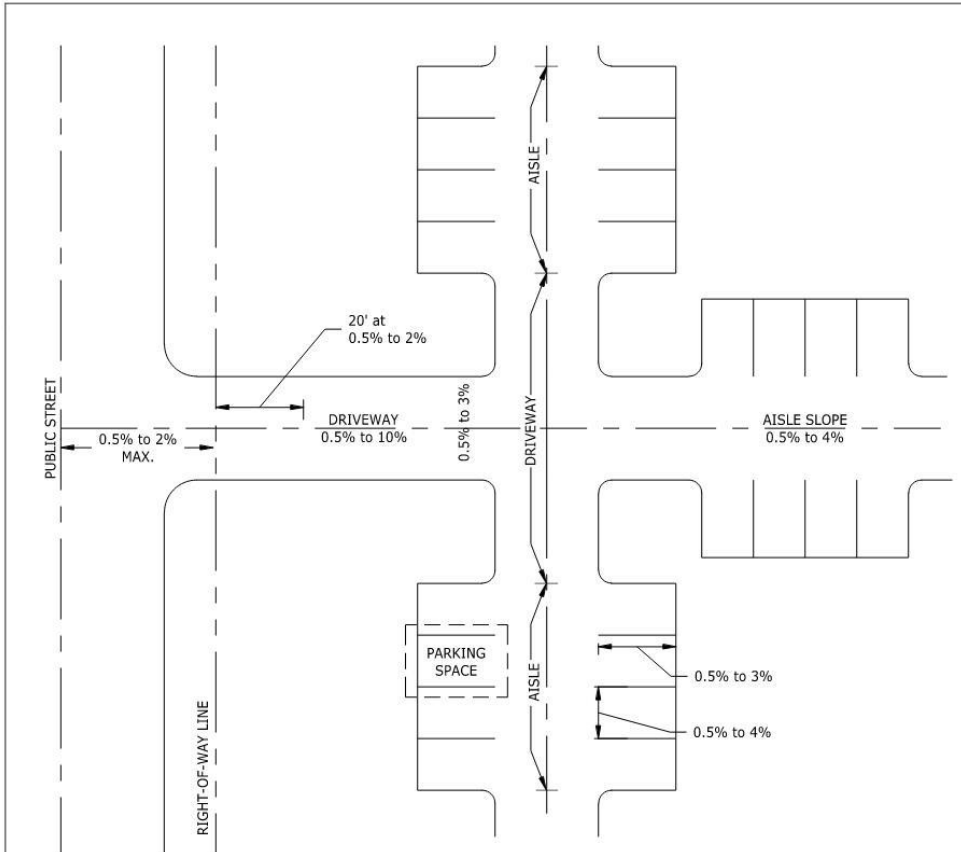
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-10-010: Parking, Driveway & Aisle Slope Parameters

Section 61. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-10-010: Parking, Driveway & Aisle Slope Parameters, delete existing standard drawing 10-10-010 and replace with standard drawing 10-10-010 below:




2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



NOTES:

1. DRIVEWAY - NO DIRECT PARKING ACCESS.
2. AISLE - DIRECT PARKING ACCESS.
3. THIS DETAIL DOES NOT APPLY FOR SINGLE FAMILY RESIDENCE.
4. PARKING - THE MAXIMUM SLOPES SHOWN FOR AISLES AND SPACES MAY BE EXCEEDED FOR UP TO 30% OF THE TOTAL NUMBER OF SPACES FOR A SINGLE PROJECT. THIS 30% SHOULD BE IN 3 OR MORE LOCATIONS AROUND THE PROJECT AND SHOULD BE IN OUTLYING AREAS THAT WILL BE USED LEAST. IN THE 30% AREAS, THE AISLES SLOPES SHALL NOT EXCEED 8%, THE SPACES SLOPE SHALL NOT EXCEED 6% LONGITUDINALLY OR 8% LATERALLY.
5. TO COMPLY WITH 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, HANDICAPPED PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 (2%) IN ALL DIRECTIONS.
6. ALL DRIVEWAY AND AISLE DESIGN SHALL MEET SOLID WASTE VEHICLE ACCESS REQUIREMENTS INDICATED IN PW-50-001.

NTS

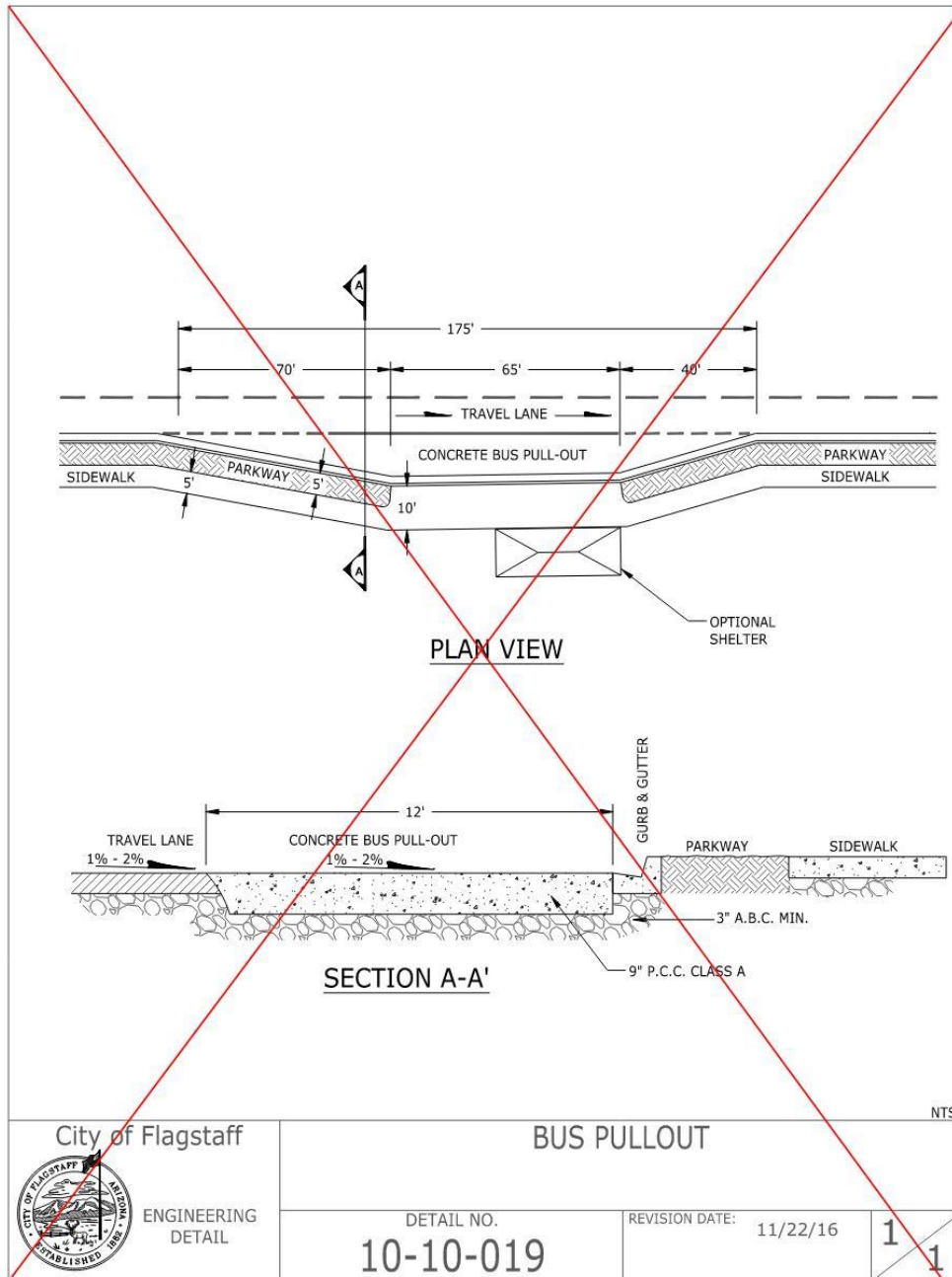
 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>PARKING, DRIVEWAY & AISLE SLOPE PARAMETERS</p>		<p>1 1</p>
	<p>DETAIL NO. 10-10-010</p>	<p>REVISION DATE: 07/11/2023</p>	

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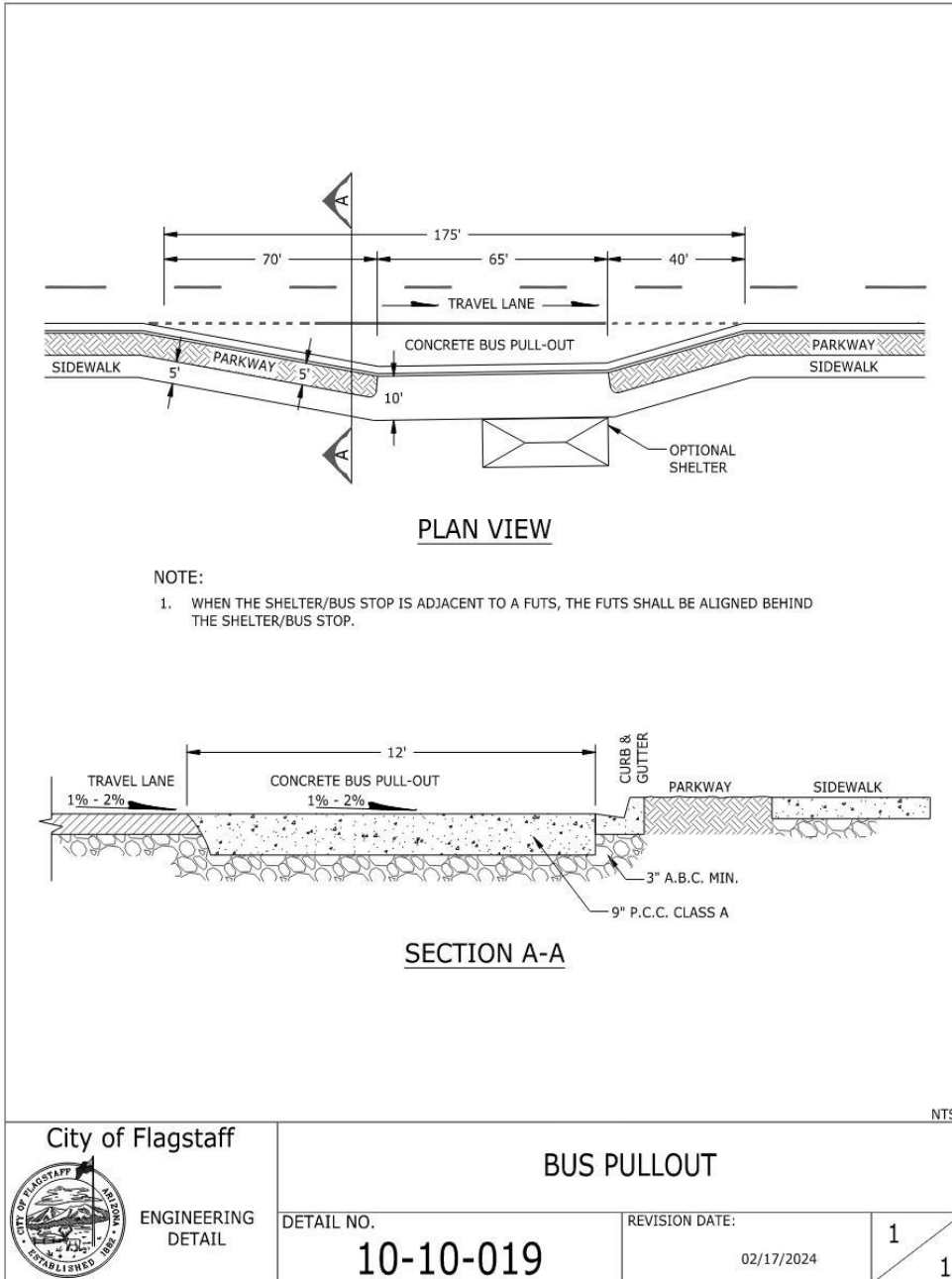
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-10-019: Bus Pullout

Section 62. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-10-019: Bus Pullout, delete existing standard drawing 10-10-019 and replace with standard drawing 10-10-019 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

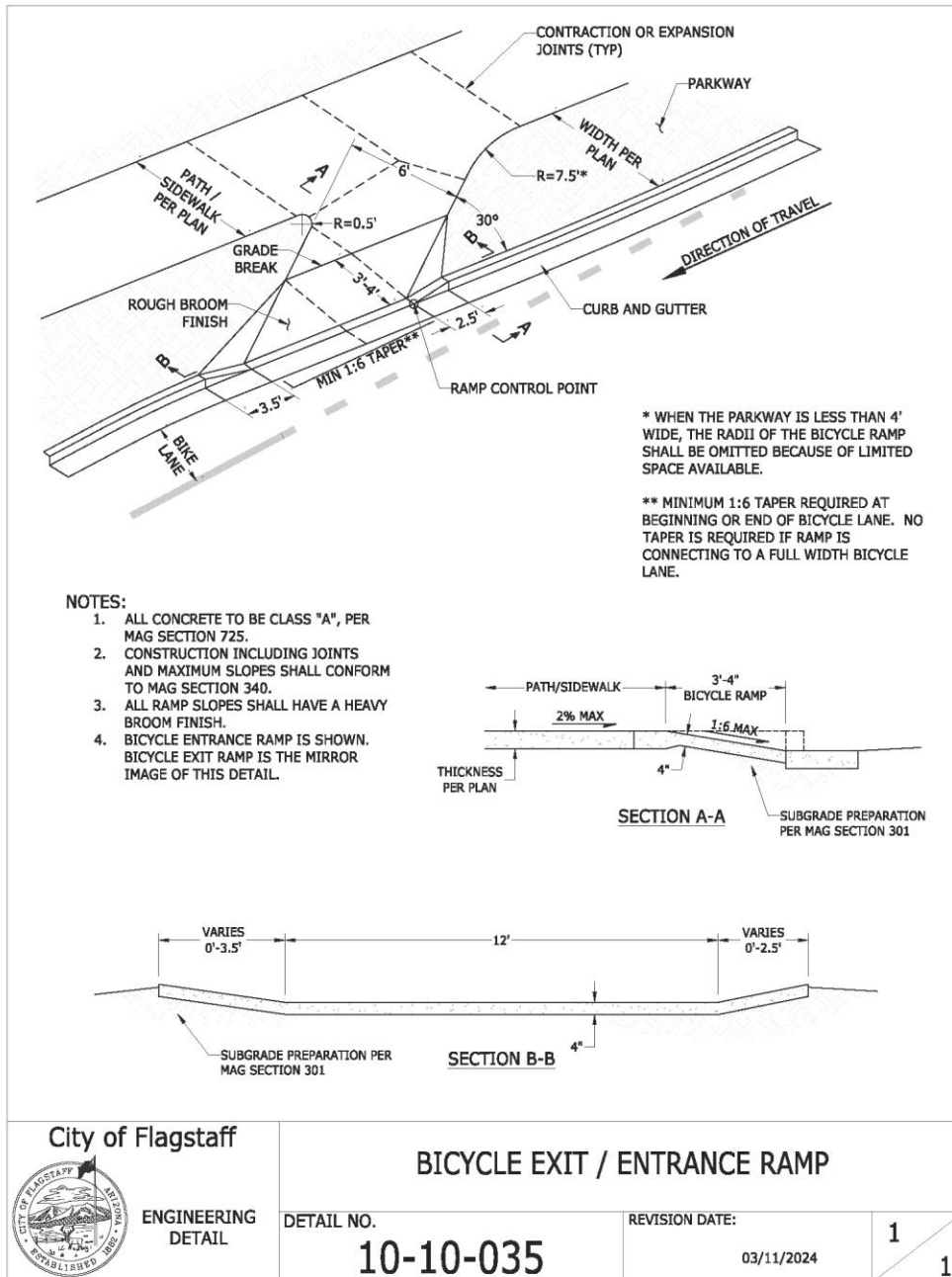


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-10-035: Bicycle Exit / Entrance Ramp

Section 63. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-10-035: Bicycle Exit / Entrance Ramp, to read as follows:

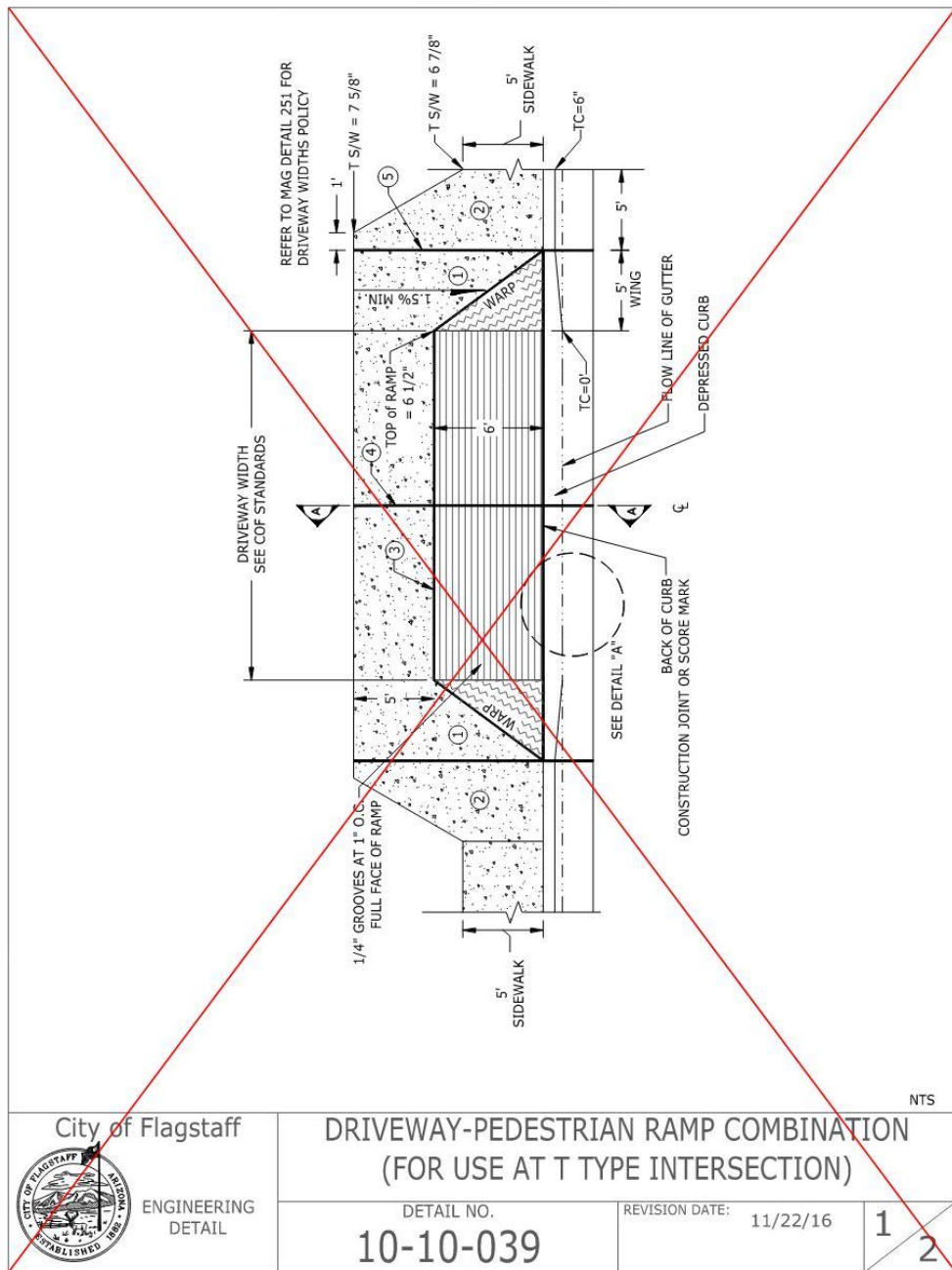


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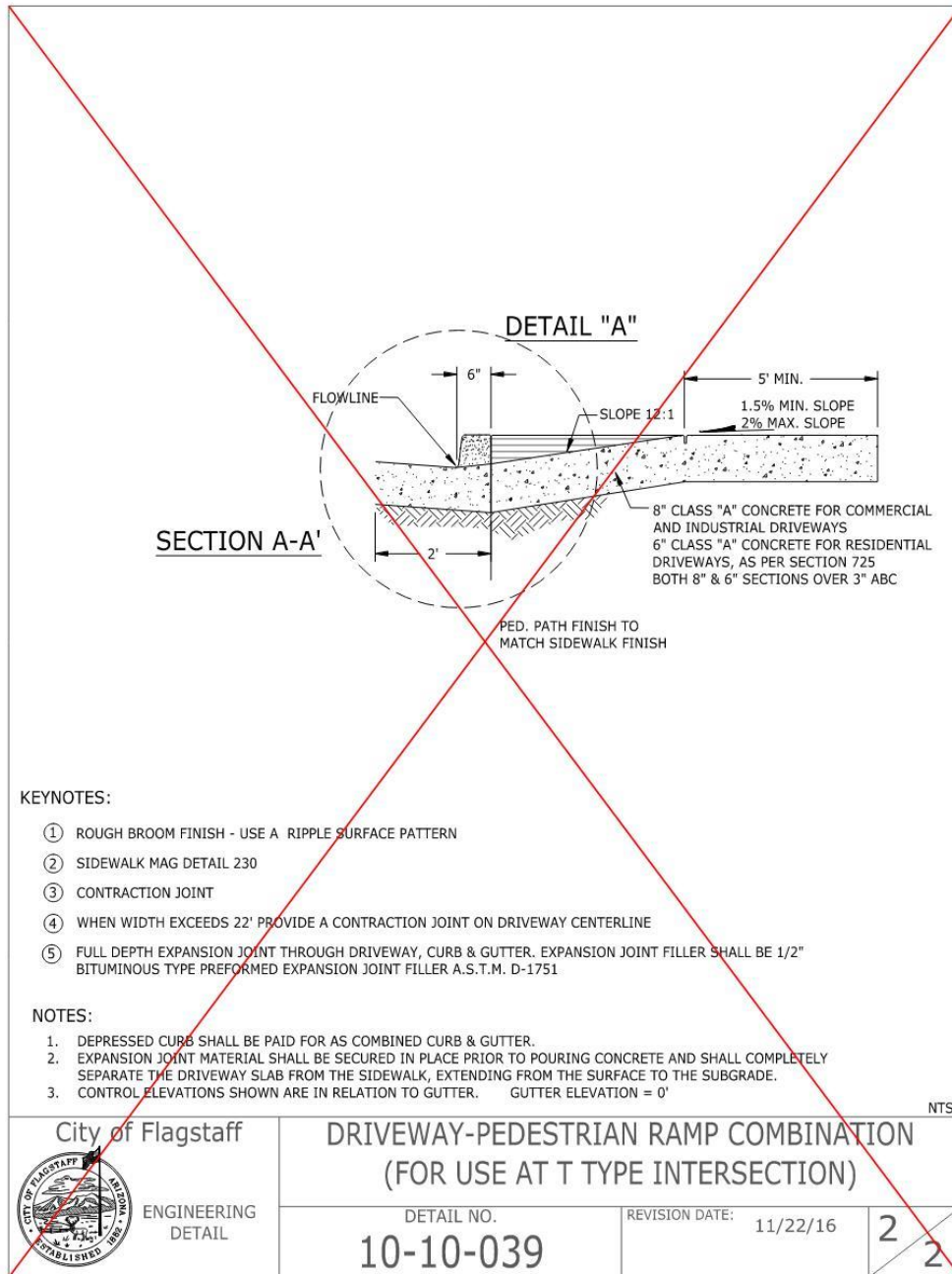
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-10-039: Driveway-Pedestrian Ramp Combination (For Use at T-Type Intersection)

Section 64. Delete Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-10-039: Driveway-Pedestrian Ramp Combination (For Use at T-Type Intersection)



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

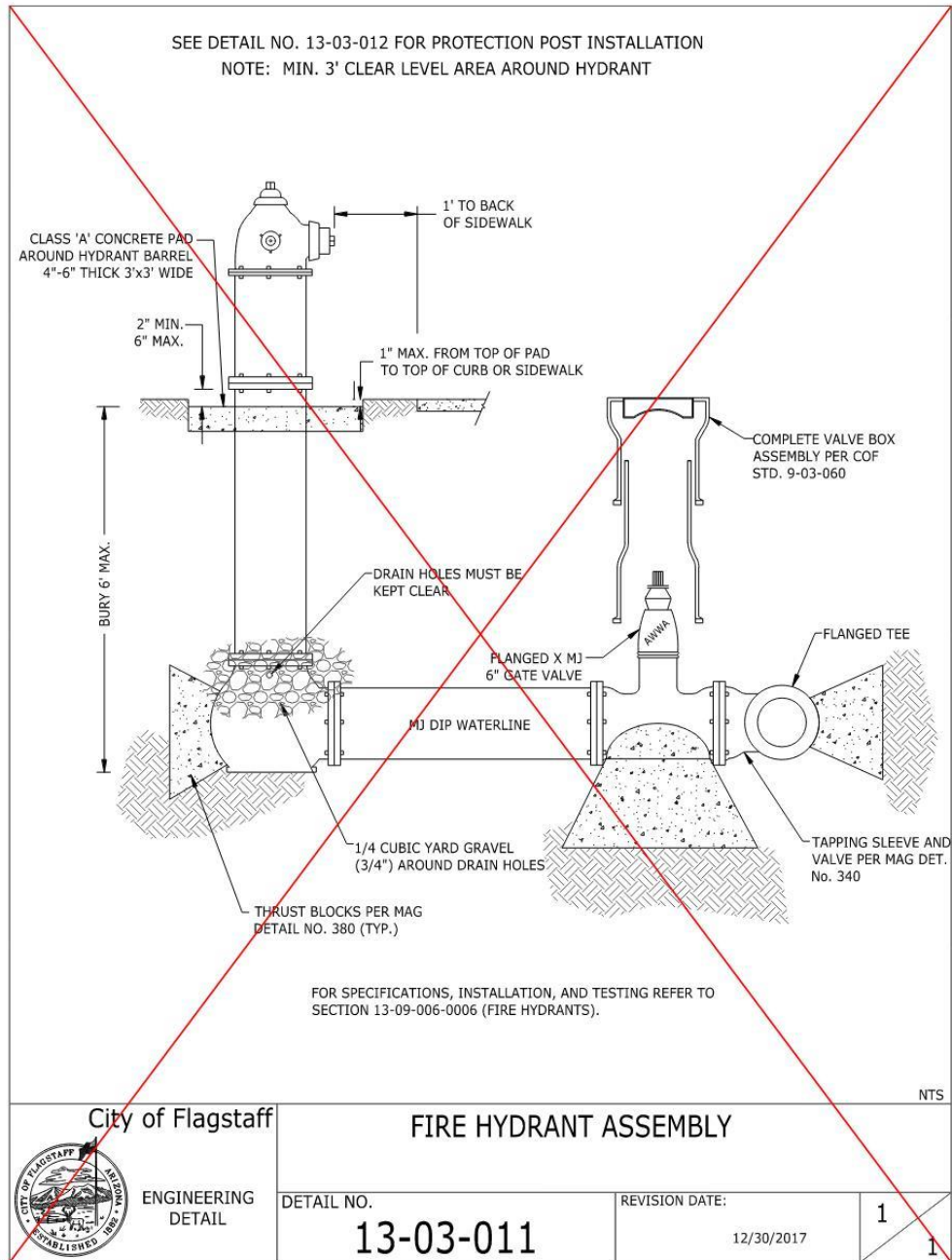


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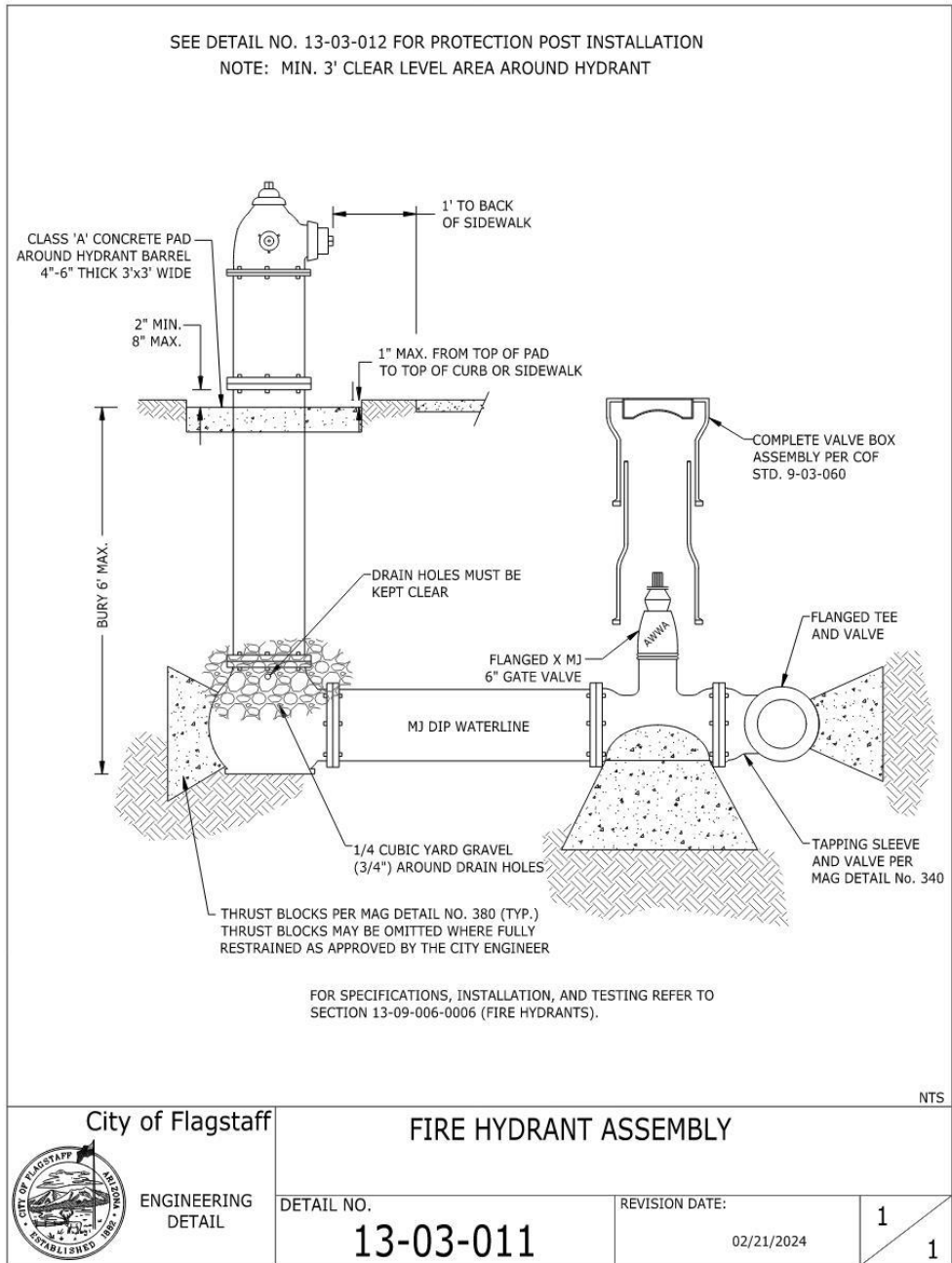
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

13-03-011: Fire Hydrant Assembly

Section 65. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 13-03-011: Fire Hydrant Assembly, delete existing standard drawing 13-03-011 and replace with standard drawing 13-03-011 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

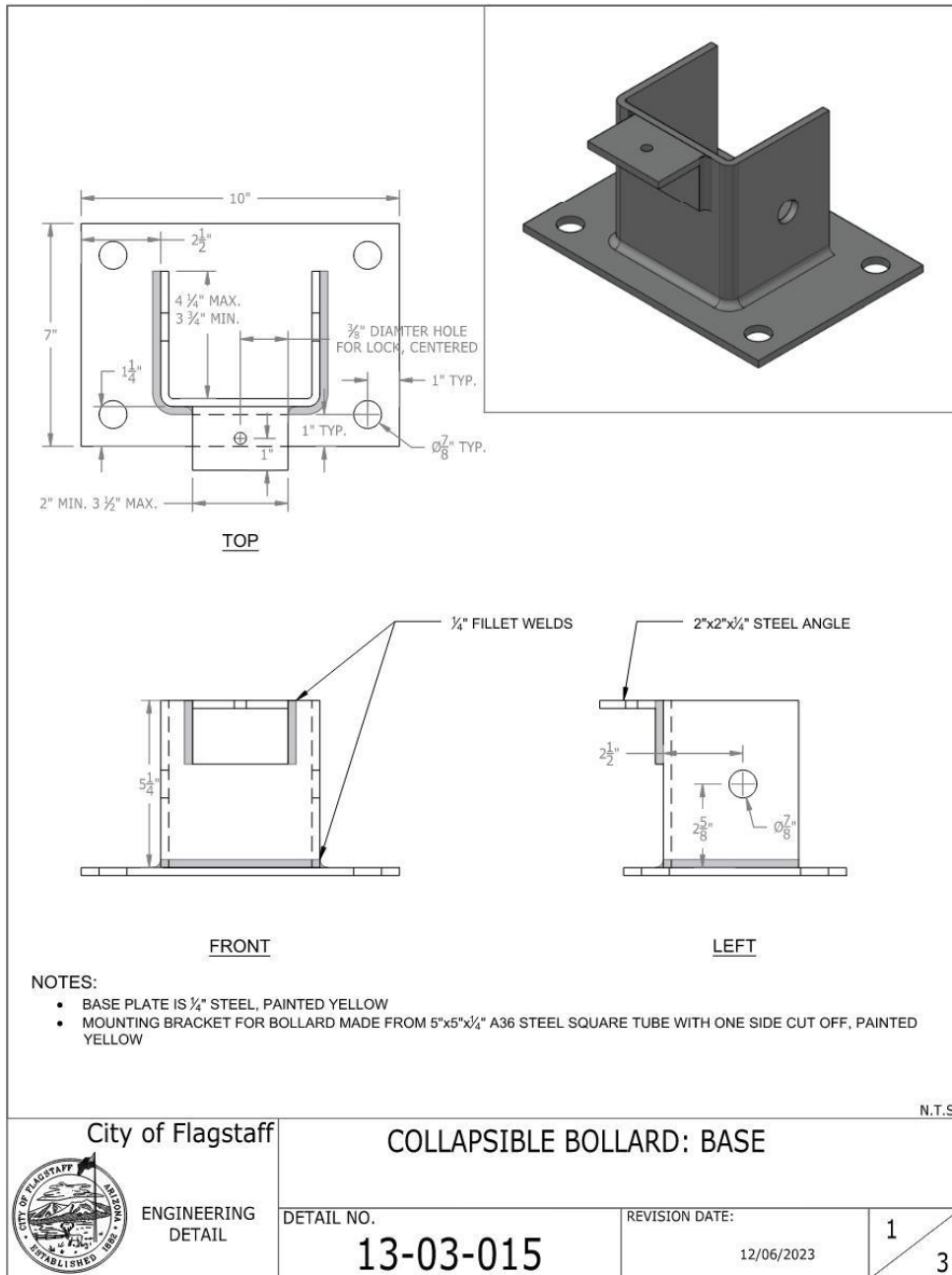


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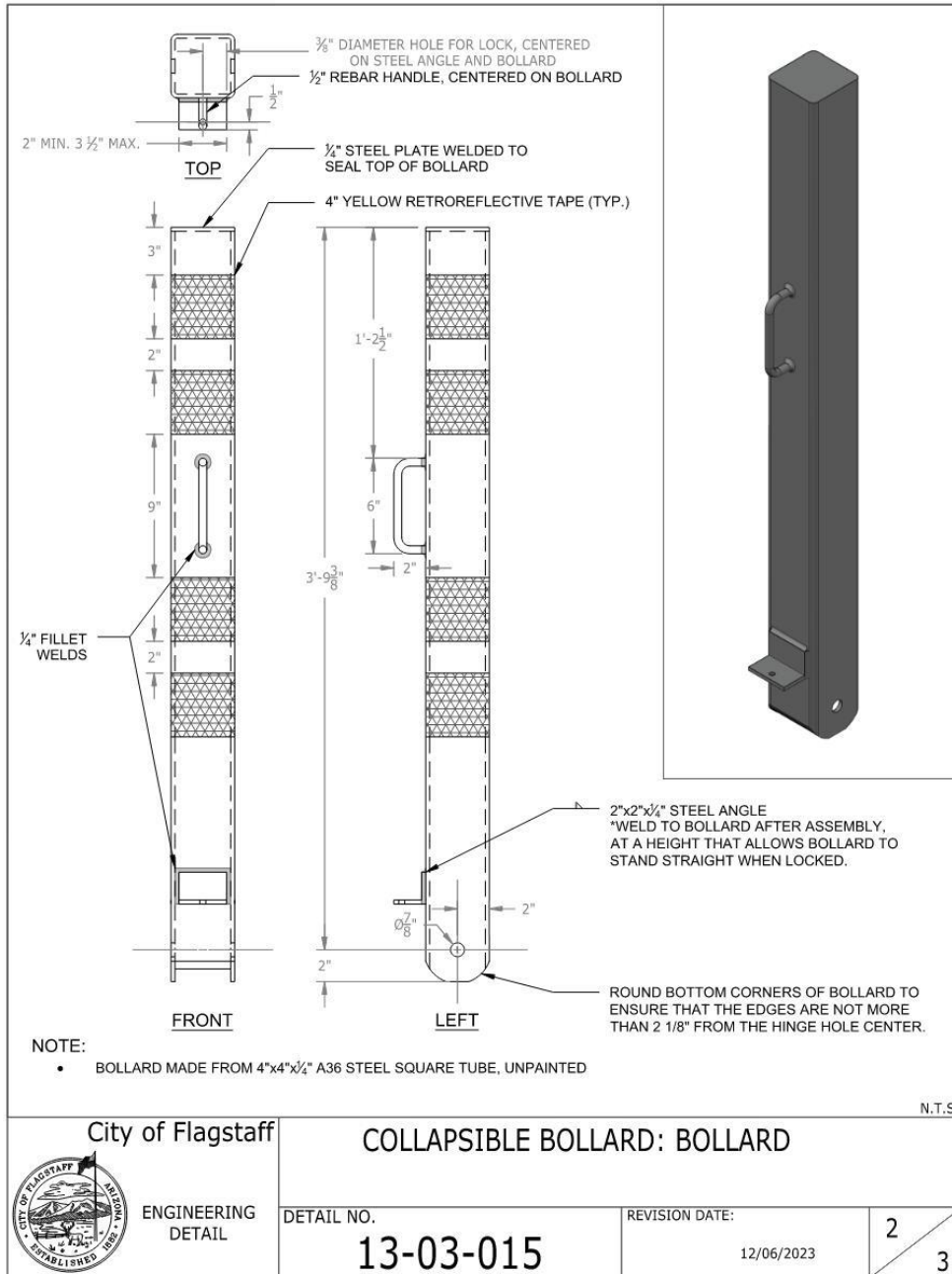
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure


13-03-015: Collapsible Bollard

Section 66. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 13-03-015: Collapsible Bollard, to read as follows:

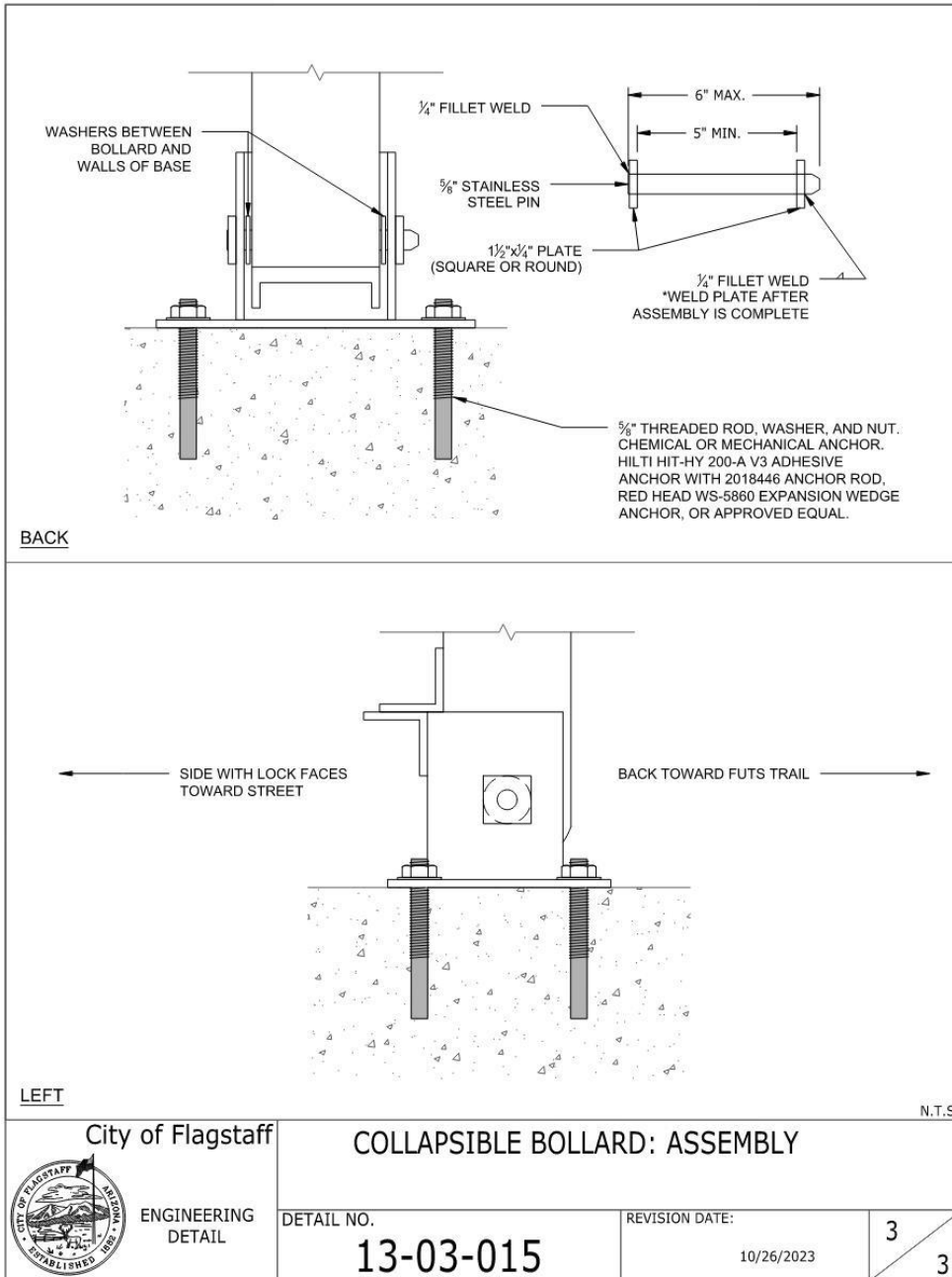


2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



 <p>City of Flagstaff ENGINEERING DETAIL</p>	COLLAPSIBLE BOLLARD: BOLLARD		
	DETAIL NO. 13-03-015	REVISION DATE: 12/06/2023	2 3

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

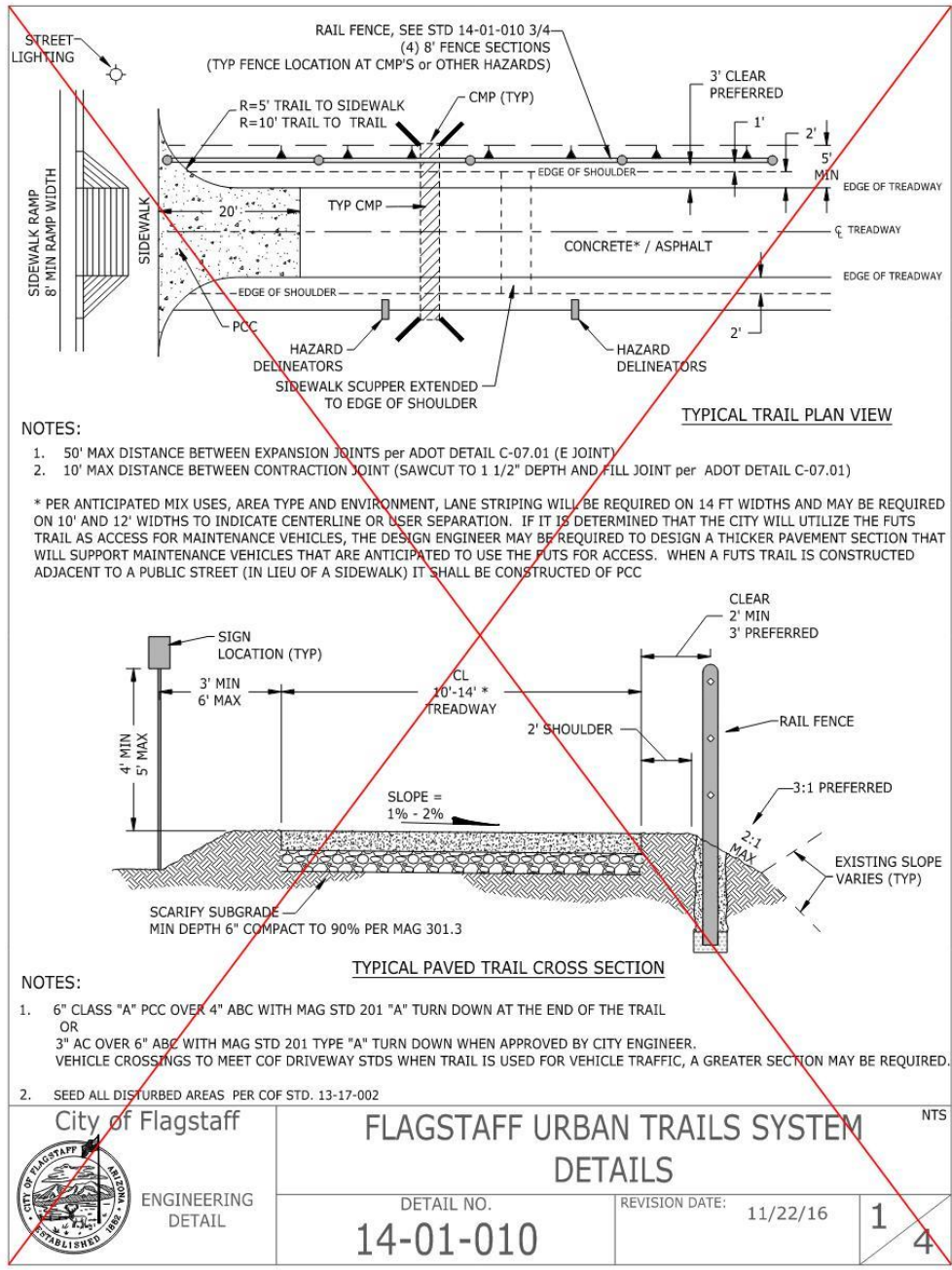


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

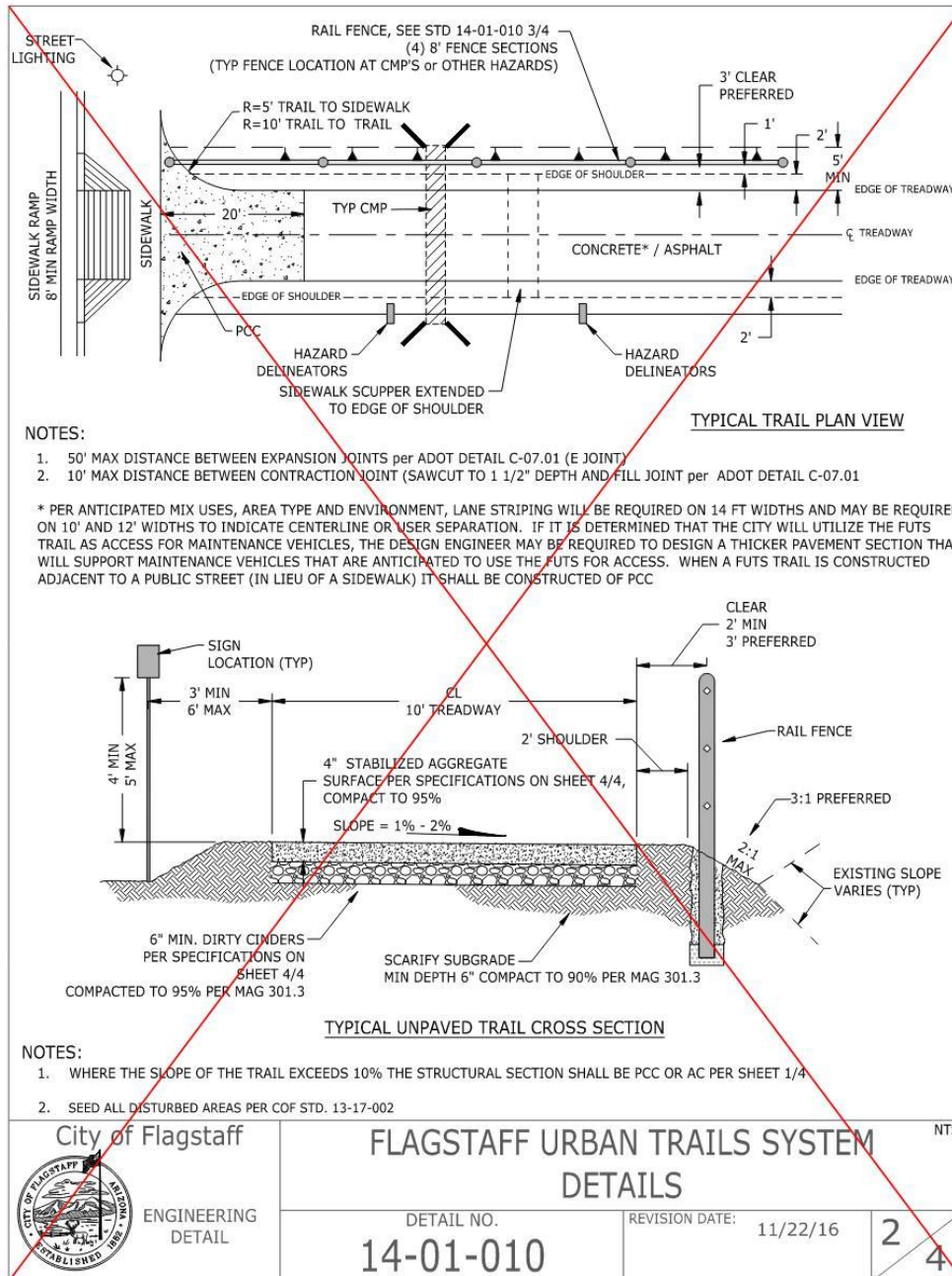
14-01-010: Flagstaff Urban Trails System Details

Section 67. Delete Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-01-010: Flagstaff Urban Trails System Details

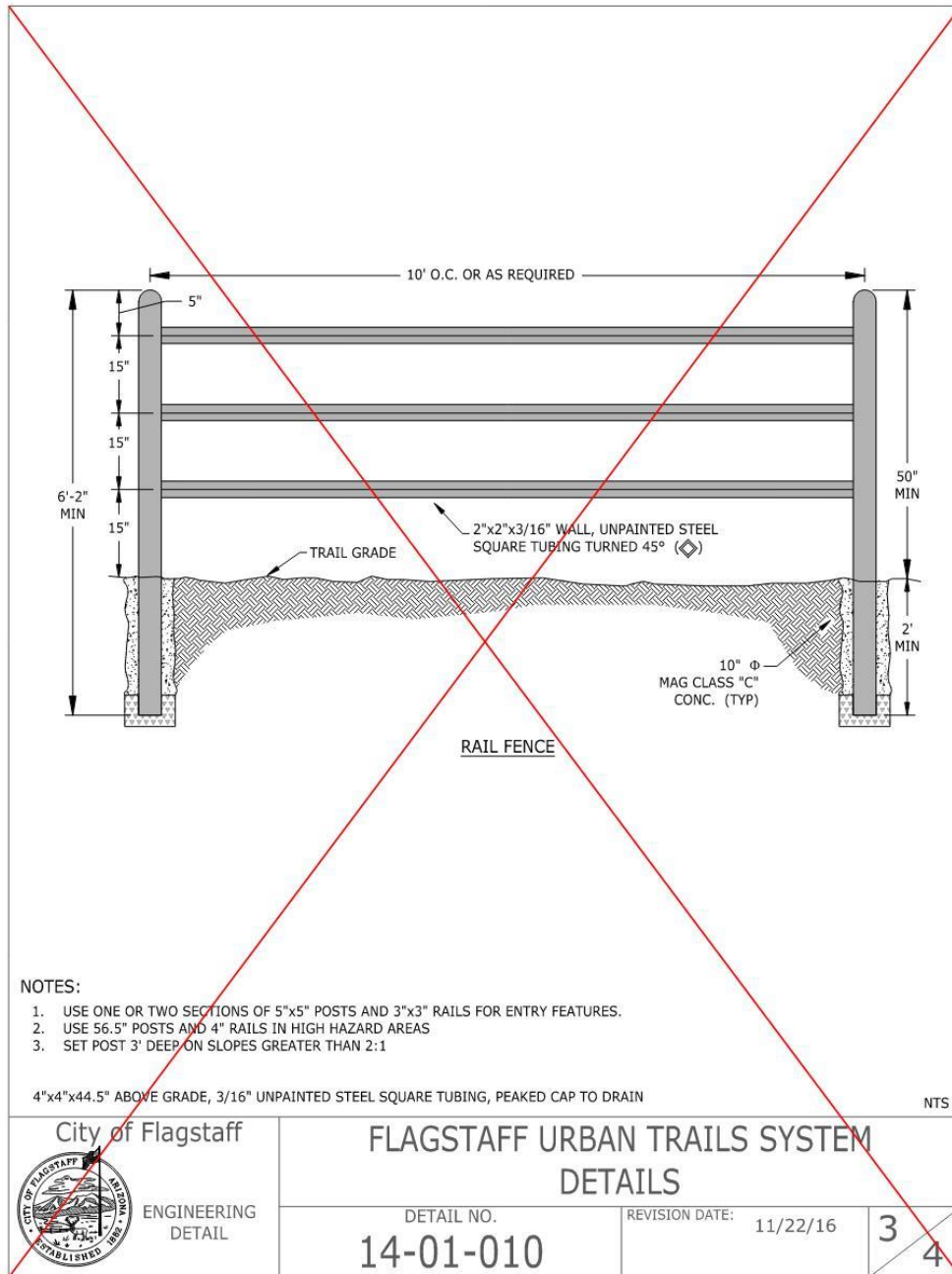


 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>FLAGSTAFF URBAN TRAILS SYSTEM DETAILS</p>		NTS
	<p>DETAIL NO. 14-01-010</p>	<p>REVISION DATE: 11/22/16</p>	<p>1 4</p>

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

AGGREGATE SURFACE MATERIAL (FOR UNPAVED SECTION):

- HERBICIDE SHALL BE SURFLAN® OR EQUAL FOR PRE-EMERGENT CONTROL AND ROUNDUP® FOR POST EMERGENT CONTROL.
- AGGREGATE SURFACE MATERIAL SHALL BE A COLOR COMPATIBLE WITH NATURAL SURROUNDINGS AND ACCEPTABLE TO THE CITY OR COUNTY. WHITE, LIGHT GREY OR OTHER VISUALLY INCOMPATIBLE COLORED AGGREGATES WILL NOT BE ACCEPTED.
- AGGREGATE SURFACE MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF MAG SECTION 702, EXCEPT THAT THE GRADATION SHALL BE AS FOLLOWS:


SIEVE SIZE (SQUARE OPENINGS)	PERCENT BY WEIGHT PASSING SIEVE
1"	100
3/4"	96-100
1/2"	85-99
3/8"	79-98
No. 4	68-87
No. 8	52-74
No. 30	27-50
No. 100	16-33
No. 200	13-27

- HERBICIDES SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR NON-CROP LAND USE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO THE SUBGRADE SURFACE AT A RATIO OF 1.5 GALLONS TO 100 GALLONS OF WATER PER ACRE. CARE SHALL BE GIVEN TO CONTAINING THE HERBICIDES TO THE FUTS TRAIL LIMITS ONLY. THE AGGREGATE SURFACE MATERIAL SHALL BE TREATED WITH LIGNIN SULFONATE IN ACCORDANCE WITH MAG SPECIFICATION 792.2
- HERBICIDES SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR NON-CROP LAND USE. POST EMERGENT HERBICIDES SHALL BE APPLIED TO FUTS TRAIL AFTER THE SUBGRADE HAS BEEN SCARIFIED AND BEFORE SHAPING AND COMPACTING THE BASE. THE POST EMERGENT HERBICIDE SHALL BE APPLIED AT A RATIO OF 1.5 GALLONS OF WATER PER ACRE. CARE SHALL BE GIVEN TO CONTAINING HERBICIDES TO THE FUTS TRAIL LIMITS ONLY.
- LIGNIN SULFONATE SHALL BE DELIVERED TO THE CONTRACTOR IN A CONCENTRATED FORM WITH 50% SPENT SUFLIDE LIQUOR (SSL). THE CONTRACTOR SHALL FURTHER DILUTE THE LIGNIN SULFONATE WITH AN EQUAL PART OF WATER PRIOR TO SPREADING.
- PLACEMENT OF AGGREGATE SURFACE MATERIAL WITH DILUTED LIGNIN SULFONATE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS IN OTHER APPROVED METHODS, INCLUDING APPLICATION OF WATER TO THE SUBGRADE AS REQUIRED BY THE MANUFACTURER. THE FUTS TRAIL SHALL RECEIVE A TOTAL APPLICATION OF 0.7 GALLONS PER SQUARE YARD OF 50% SSL AND SHALL BE APPLIED IN THE FOLLOWING MANNER:
 - THE AGGREGATE SURFACE MATERIAL SHALL BE THOROUGHLY MIXED WITH DILUTED LIGNIN SULFONATE AT A RATE OF 0.5 TO 0.6 GALLONS PER SQUARE YARD OF TRAIL.
 - THE CONTRACTOR SHALL APPLY A "TOP SHOT" TO THE FINISHED TRAIL SURFACE BY SURFACE SPRAYING 0.1 TO 0.2 GALLONS OF DILUTED LIGNIN SULFONATE PER SQUARE YARD OF TRAIL NO SOONER THAN 2 DAYS AND NO LATER THAN 3 DAYS AFTER THE PLACEMENT OF THE TREATED AGGREGATE SURFACE COURSE.

DIRTY CINDER GRADATION SPECIFICATION

SIEVE SIZE (SQUARE OPENINGS)	PERCENT BY WEIGHT PASSING SIEVE
3/4"	90-100
No. 4	58-78
No. 8	37-67
No. 30	13-35
No. 100	4-15
No. 200	0-12

NTS



City of Flagstaff
ENGINEERING
DETAIL

FLAGSTAFF URBAN TRAILS SYSTEM DETAILS

DETAIL NO.
14-01-010

REVISION DATE: 11/22/16

4

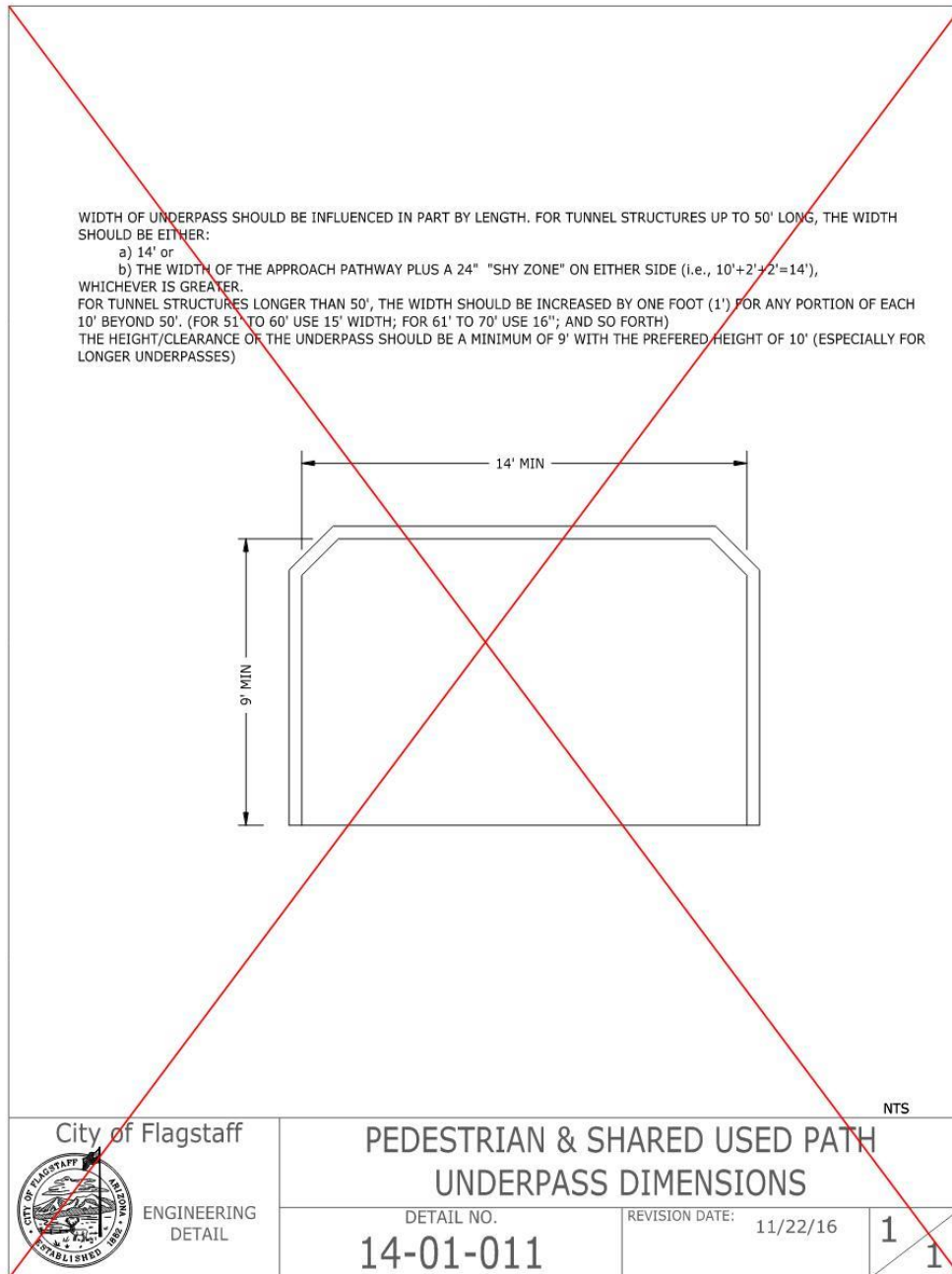
4

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-01-011: Pedestrian and Shared Use Path Underpass Dimensions

Section 68. Delete Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-01-011: Pedestrian and Shared Use Path Underpass Dimensions

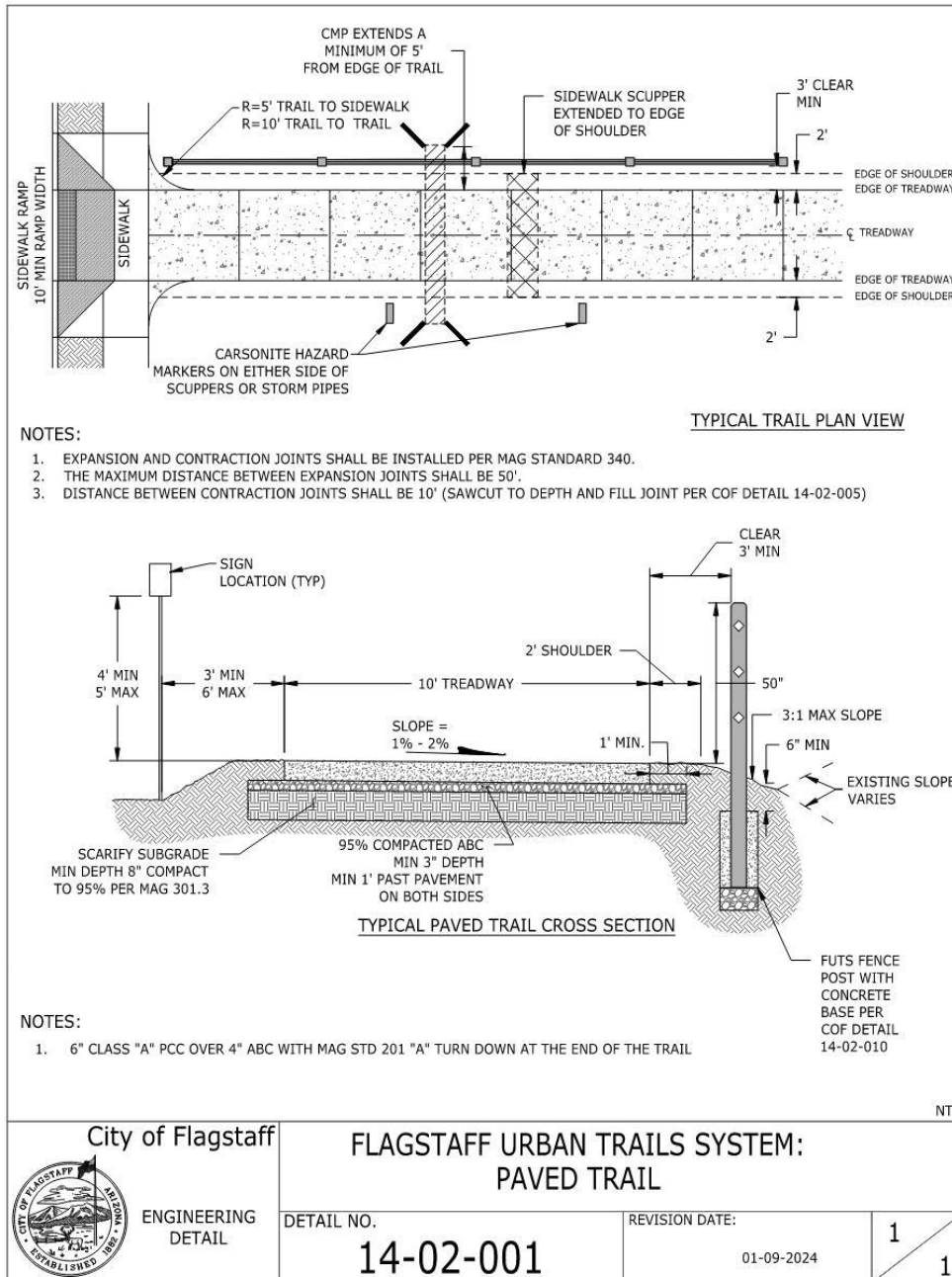


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-02-001: Flagstaff Urban Trails System: Paved Trail

Section 69. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-02-001: Flagstaff Urban Trails System: Paved Trail, to read as follows:

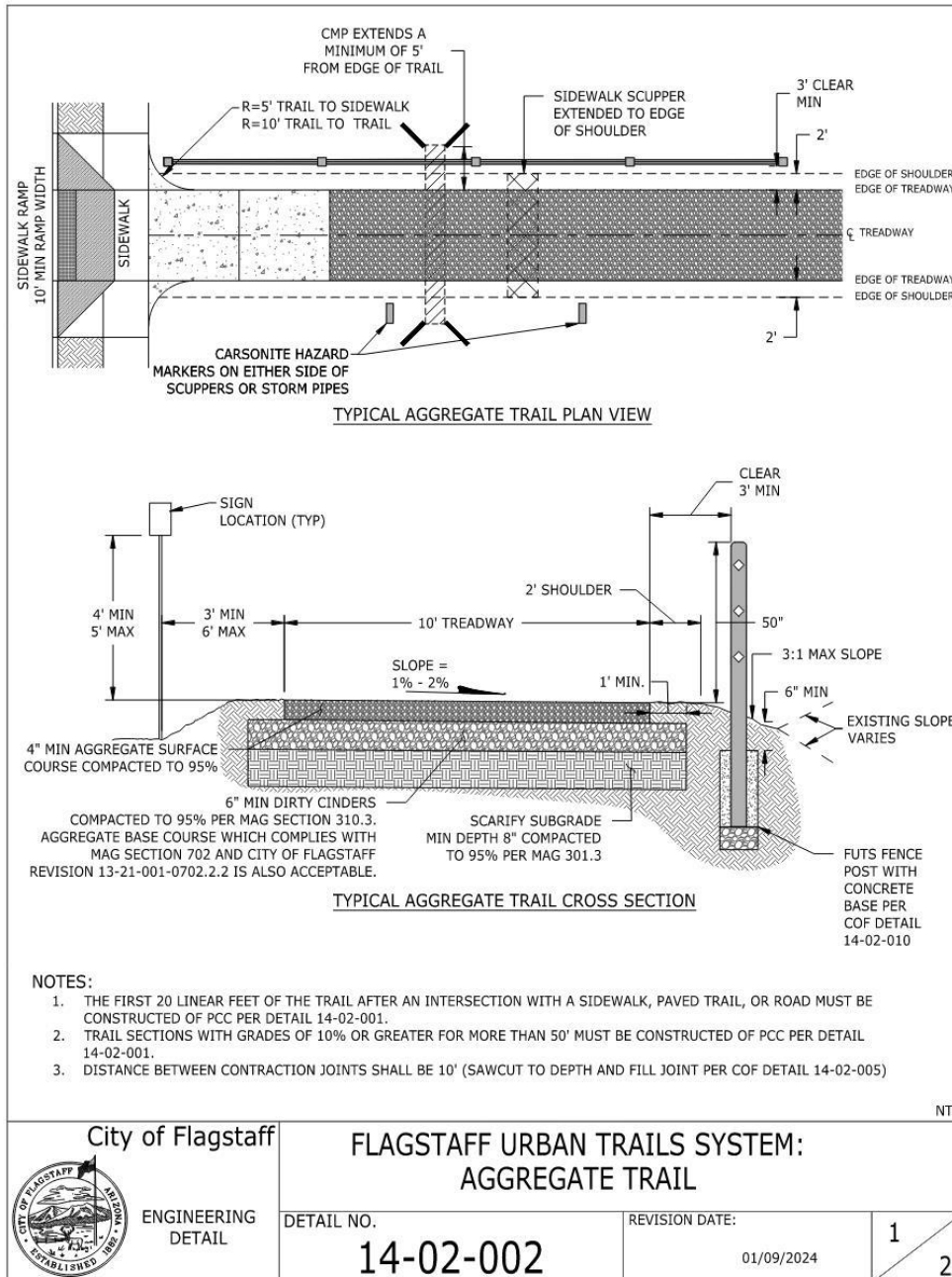


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-02-002: Flagstaff Urban Trails System: Aggregate Trail

Section 70. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-02-002: Flagstaff Urban Trails System: Aggregate Trail, to read as follows:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

AGGREGATE SURFACE MATERIAL (FOR UNPAVED SECTION):

1. AGGREGATE SURFACE MATERIAL SHALL BE A COLOR COMPATIBLE WITH NATURAL SURROUNDINGS AND ACCEPTABLE TO THE CITY OR COUNTY. WHITE, LIGHT GREY OR OTHER VISUALLY INCOMPATIBLE COLORED AGGREGATES WILL NOT BE ACCEPTED.
2. AGGREGATE SURFACE MATERIAL SHALL HAVE A PLASTICITY INDEX OF 5-12, AND THE GRADATION SHALL BE AS FOLLOWS:

SIEVE SIZE (SQUARE OPENINGS)	PERCENT BY WEIGHT PASSING SIEVE
1/4"	100
No. 4	90 - 100
No. 8	65 - 95
No. 10	60 - 80
No. 16	45 - 75
No. 30	35 - 60
No. 40	30 - 40
No. 50	25 - 40
No. 100	20 - 30
No. 200	12 - 23

3. DIRTY CINDERS SHALL COMPLY WITH MAG SECTION 702 AND CITY OF FLAGSTAFF MODIFICATION 13-21-001-0702.2.2, EXCEPT THAT THE LOS ANGELES ABRASION REQUIREMENT IS WAIVED.
4. HERBICIDE SHALL BE SURFLAN ® OR APPROVED EQUAL FOR PRE-EMERGENT CONTROL AND ORGANIC, NON-GLYPHOSATE PRODUCT FOR POST-EMERGENT CONTROL.
5. HERBICIDES SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR NON-CROP LAND USE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO THE SUBGRADE SURFACE AT A RATIO OF 1.5 GALLONS TO 100 GALLONS OF WATER PER ACRE. CARE SHALL BE GIVEN TO CONTAINING THE HERBICIDES TO THE FUTS TRAIL LIMITS ONLY.
6. HERBICIDES SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR NON-CROP LAND USE. POST EMERGENT HERBICIDES SHALL BE APPLIED TO FUTS TRAIL AFTER THE SUBGRADE HAS BEEN SCARIFIED AND BEFORE SHAPING AND COMPACTING THE BASE. THE POST EMERGENT HERBICIDE SHALL BE APPLIED AT A RATIO OF 1.5 GALLONS OF WATER PER ACRE. CARE SHALL BE GIVEN TO CONTAINING HERBICIDES TO THE FUTS TRAIL LIMITS ONLY.

NTS

 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>FLAGSTAFF URBAN TRAILS SYSTEM: AGGREGATE TRAIL SURFACE MATERIAL</p>	
	<p>DETAIL NO. 14-02-002</p>	<p>REVISION DATE: 01/09/2024</p>

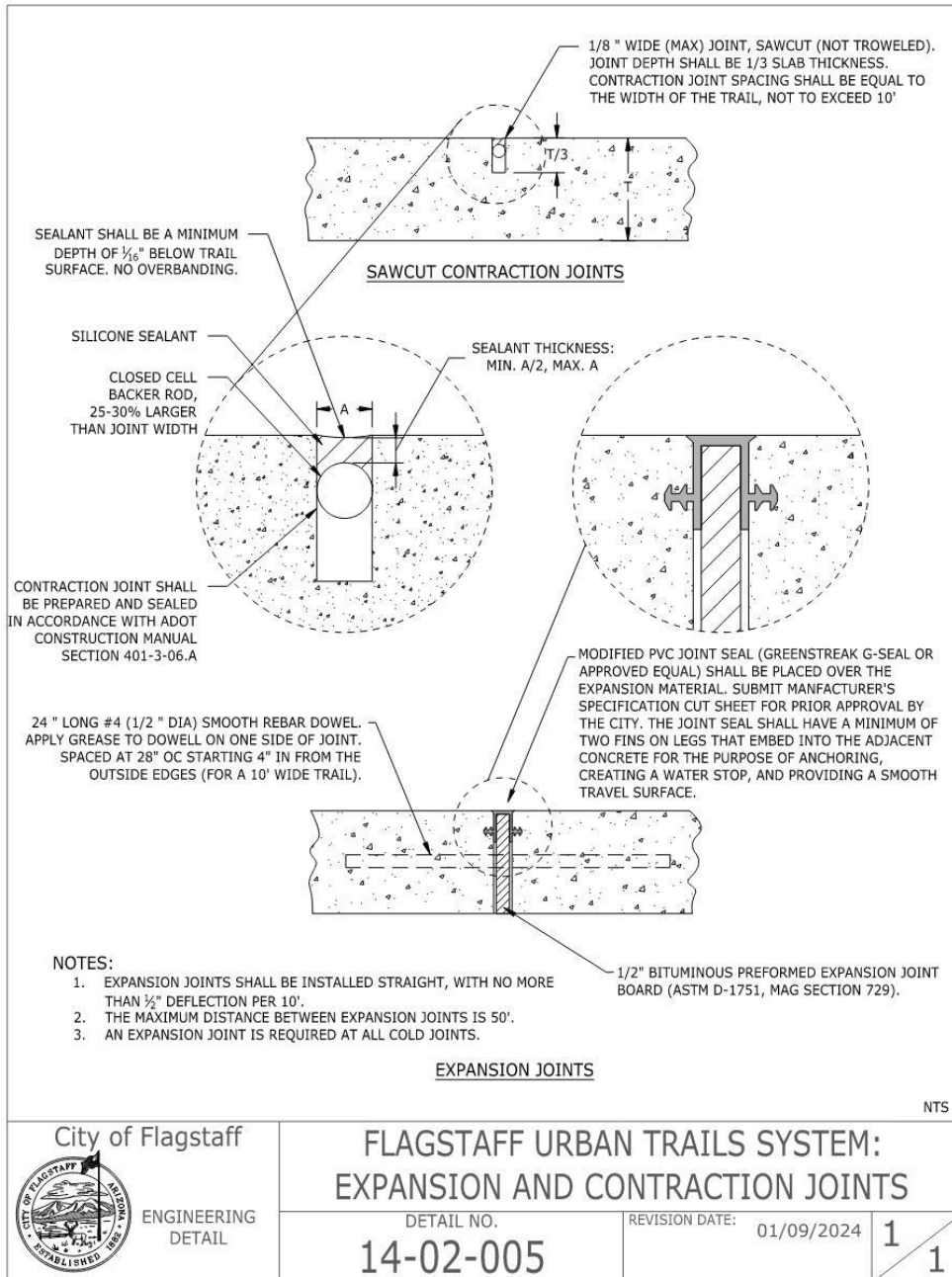
2
2

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-02-005: Flagstaff Urban Trails System: Expansion and Contraction Joints

Section 71. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-02-005: Flagstaff Urban Trails System: Expansion and Contraction Joints, to read as follows:

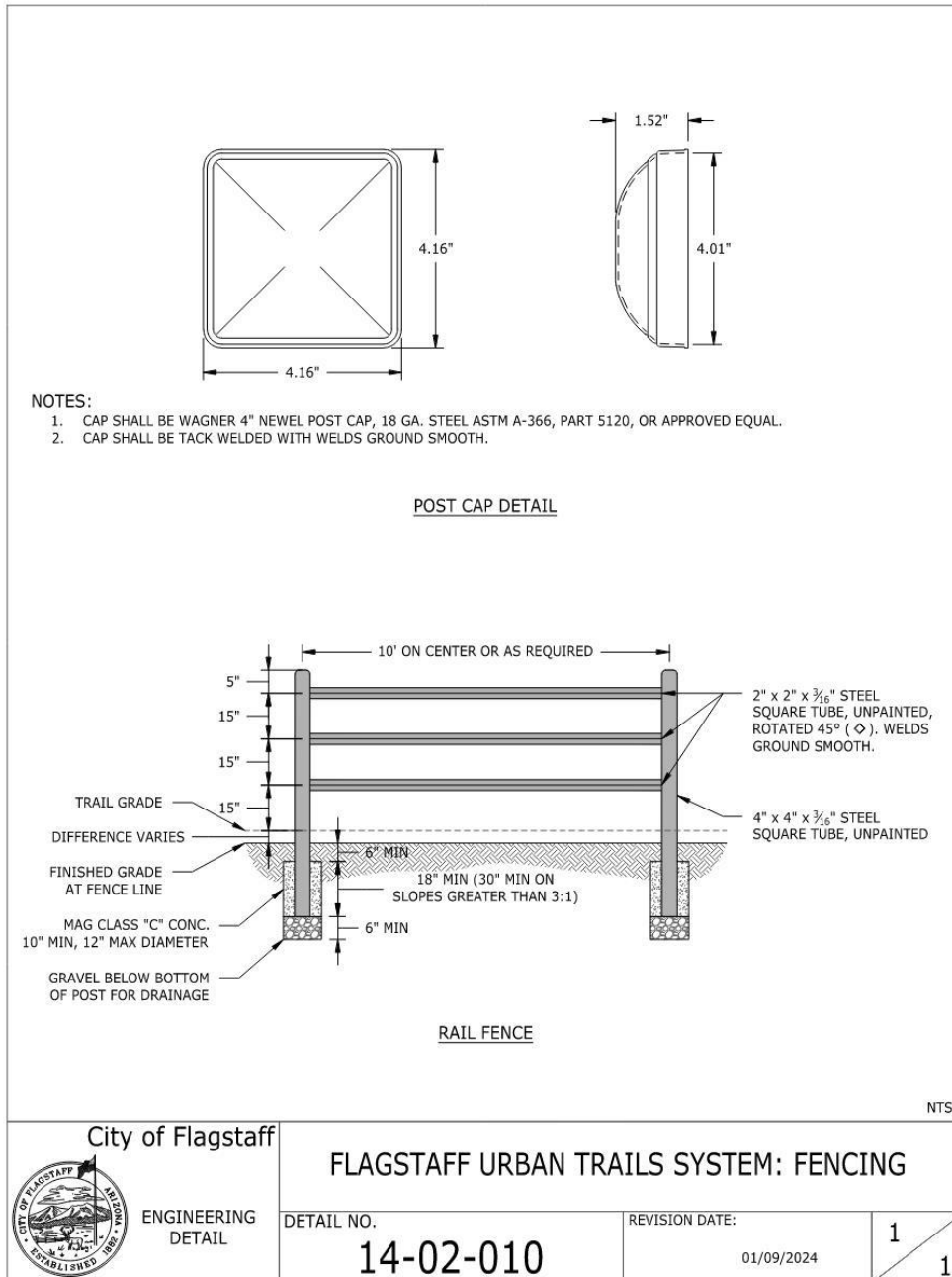


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-02-010: Flagstaff Urban Trails System: Fencing

Section 72. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-02-010: Flagstaff Urban Trails System: Fencing, to read as follows:

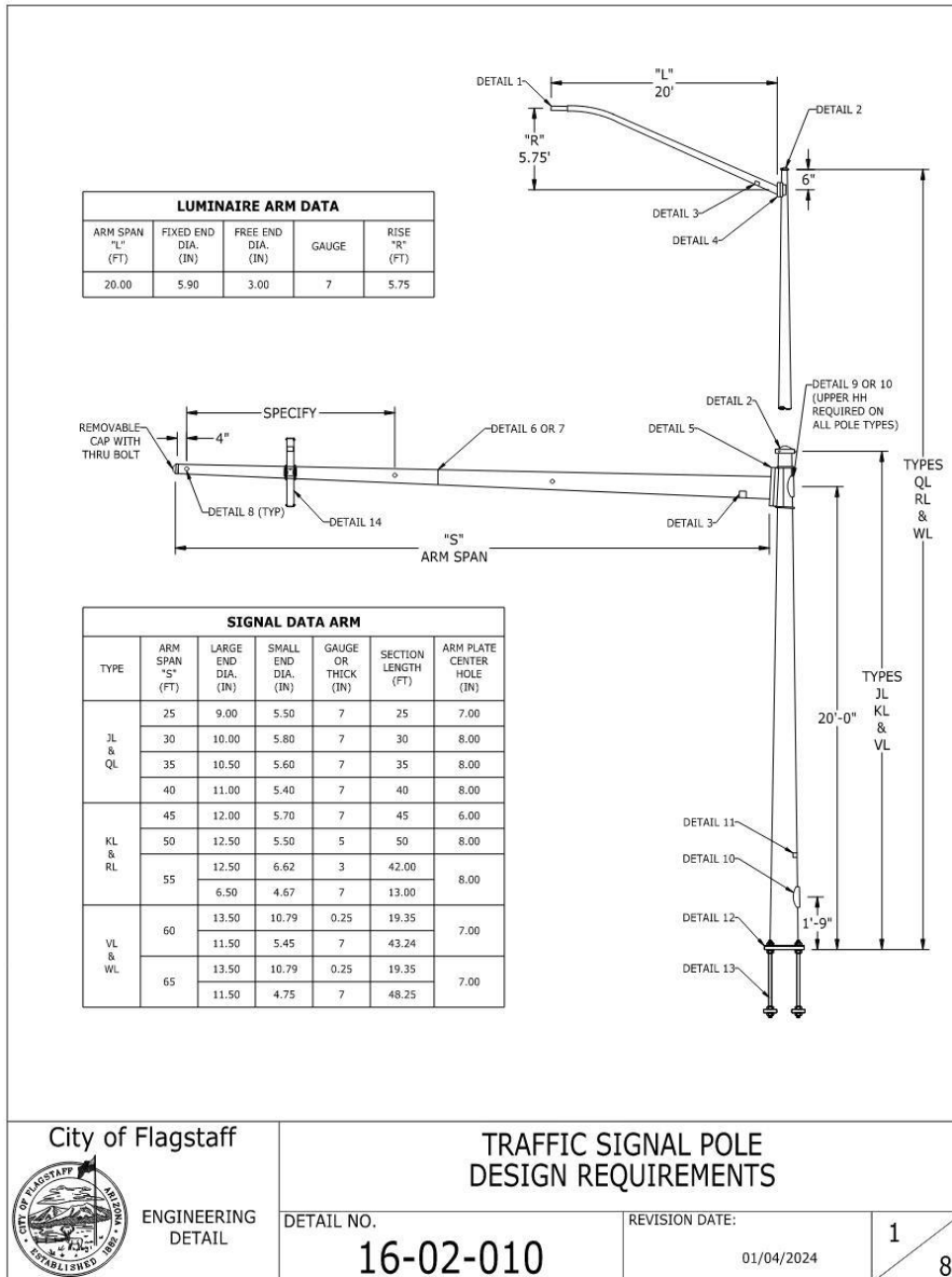


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-02-010: Traffic Signal Pole Design

Section 73. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-02-010: Traffic Signal Pole Design, to read as follows:



City of Flagstaff



ENGINEERING
DETAIL

TRAFFIC SIGNAL POLE DESIGN REQUIREMENTS

DETAIL NO.

16-02-010

REVISION DATE:

01/04/2024

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

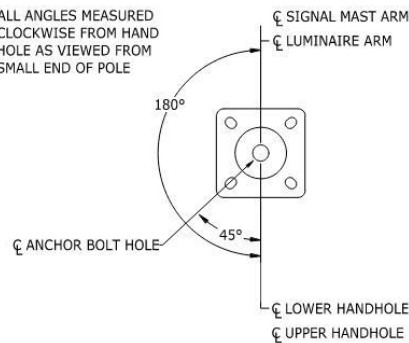
MATERIAL DATA		
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)
TAPERED TUBES	A595 GR. A OR A572	55
BASE PLATE	A36	36
ARM SIMPLEX PLATES	A36	36
SIGNAL ARM CONNECTING BOLTS	F3125 GR.A325	
LUMINAIRE ARM CONNECTION BOLTS	F3125 GR.A325	
ANCHOR BOLTS	F1554 GR.55	55
ANCHOR BOLT NUTS	A563 GR. DH	
ANCHOR BOLT WASHERS	F436	
GALVANIZING-HARDWARE	F2329	

POLE, BASE PLATE, ANCHOR BOLT DATA												
POLE TYPE	POLE TUBE				POLE BASE					ANCHOR BOLT		
	LENGTH (FT)	BASE DIA. (IN)	TOP DIA. (IN)	WALL GA/THK	SQUARE "B" (IN)	BOLT CENTER "C" (IN)	CENTER HOLE DIA. (IN)	THK. "D" (IN)	SLOT/HOLE SIZE "Z" (IN)	DIA. (IN)	LENGTH (IN)	PLATE SIZE "e" X "f" X "g" (IN)
JL	21.25	12.50	9.53	3	18.50	18.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
KL	21.25	13.50	10.53	0.313	18.50	18.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
QL	30.00	12.50	8.30	3	18.50	18.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
RL	30.00	13.50	9.30	0.313	18.50	18.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
VL	21.25	16.00	13.03	0.250	23.00	22.00	11.50	2.00	2.25	2.00	70.00	1.50 X 5.50 X 5.50
WL	30.00	16.00	11.80	0.250	23.00	22.00	11.50	2.00	2.25	2.00	70.00	1.50 X 5.50 X 5.50

THE MAST ARM TRAFFIC STRUCTURES SHOWN ON THIS DRAWING HAVE BEEN DESIGNED IN ACCORDANCE WITH THE LOADING AND THE ALLOWABLE STRESS REQUIREMENTS OF THE 2013 AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS", SIXTH EDITION, LTS-6 WITH 2015 INTERIM REVISIONS. THE WIND LOADS WERE CALCULATED FROM A BASIC WIND VELOCITY OF 90 MPH WITH A RECURRENCE INTERVAL OF 50 YEARS, AND A FATIGUE CATEGORY OF 2. THE FATIGUE LOADS WERE CALCULATED ON THE REQUIREMENTS OF SECTION 11 OF THE CODE, AND THE FOLLOWING DESIGN CONDITIONS:

1. STRUCTURES ARE DESIGNED TO RESIST NATURAL WIND GUSTS BASED ON THE YEARLY MEAN WIND VELOCITY OF 11.2 MPH.
2. STRUCTURES ARE NOT DESIGNED TO RESIST GALLOPING-INDUCED CYCLIS LOADS.
3. STRUCTURES ARE DESIGNED FOR TRUCK-INDUCED GUST LOADS, AS REQUIRED BY THE OWNER OF THE STRUCTURES.

ALL ANGLES MEASURED CLOCKWISE FROM HAND HOLE AS VIEWED FROM SMALL END OF POLE



AASHTO 2013 SPECIFICATIONS

RADIAL INDEX

 <p>City of Flagstaff ENGINEERING DETAIL</p>	<h2>TRAFFIC SIGNAL POLE DESIGN REQUIREMENTS</h2>	
	DETAIL NO. <h1 style="text-align: center;">16-02-010</h1>	REVISION DATE: 01/04/2024

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

2.00" STD. PIPE
8.00"

DETAIL 1 LUMINAIRE ARM END TENON

0.75"
4.94"
1.00" MIN.

"C" HOOK FOR WIRING AND HANDLING - 0.50" DIA. COMMERCIAL GRADE HOT ROLLED BAR

DETAIL 2 POLE TOP

1.50" X 3.25" ALUMINUM IDENTIFICATION TAG SECURED TO ARM SHAFT WITH (2) 0.19" RIVETS STAMPED AS SHOWN

MANUFACTURE/SMA OR LMA
DRAWING NO.
GAUGE/LENGTH
DATE OF MANUFACTURE

DETAIL 3 ARM IDENTIFICATION TAG

8.00"
6.00"
1.00"
0.88"
7.00"
3.00"
8.75"
0.19"
0.75"
0.25"
2.00"
5.00"
1.00"
0.31"

2" DIA. ACCESS HOLE
(3) - 0.75" X 1.75" A325 BOLTS
0.250" THICK GUSSETS

DETAIL 4 LUMINAIRE ARM ATTACHMENT

t=TUBE THICKNESS
TR=RING GUSSET THICKNESS

(4) - SIZE "G" HEX HEAD BOLTS WITH (1) WASHER PER BOLT

TR(TR-0.06)
TYP
0.31
0.19/30
0.250" THK. BACKUP RING

0.375" THICK GUSSETS

"A"
"B"
"AR"
2" SCH. 40 PIPE WIRE GUIDE
2.00"
2.00"

GALVANIZING SLOTS

NOTE: "AR" IS ARM RISE. ARM RISE IS CALCULATED USING THE MAXIMUM LOADINGS. ALL ARMS WILL BE PROVIDED WITH THE RISE DERIVED FROM MAXIMUM LOADINGS.

SIGNAL ARM ATTACHMENT DATA					
POLE TYPE	MAST ARM	"AR"	"A"	"B"	"G"
JL & QL	25'	1.00°	18.50	14.50	1.50" X 4.25"
JL & QL	30'	1.50°	18.50	14.50	1.50" X 4.25"
JL & QL	35'	2.00°	18.50	14.50	1.50" X 4.25"
JL & QL	40'	2.50°	18.50	14.50	1.50" X 4.25"
KL & RL	45'	2.50°	19.50	15.50	1.50" X 4.25"
KL & RL	50'	3.00°	19.50	15.50	1.50" X 4.25"
KL & RL	55'	3.50°	19.50	15.50	1.50" X 4.25"
VL & WL	60'	3.50°	22.00	18.00	1.50" X 4.25"
VL & WL	65'	4.50°	22.00	18.00	1.50" X 4.25"

DETAIL 5 SIGNAL ARM ATTACHMENT

7 GAUGE ARM SHAFT WALL
2" LONG X 7 GAUGE MIN. BACK-UP RING
3 GAUGE ARM SHAFT WALL

DETAIL 6 55' ARM SPLICE

City of Flagstaff

ENGINEERING DETAIL

TRAFFIC SIGNAL POLE DESIGN REQUIREMENTS

DETAIL NO.
16-02-010

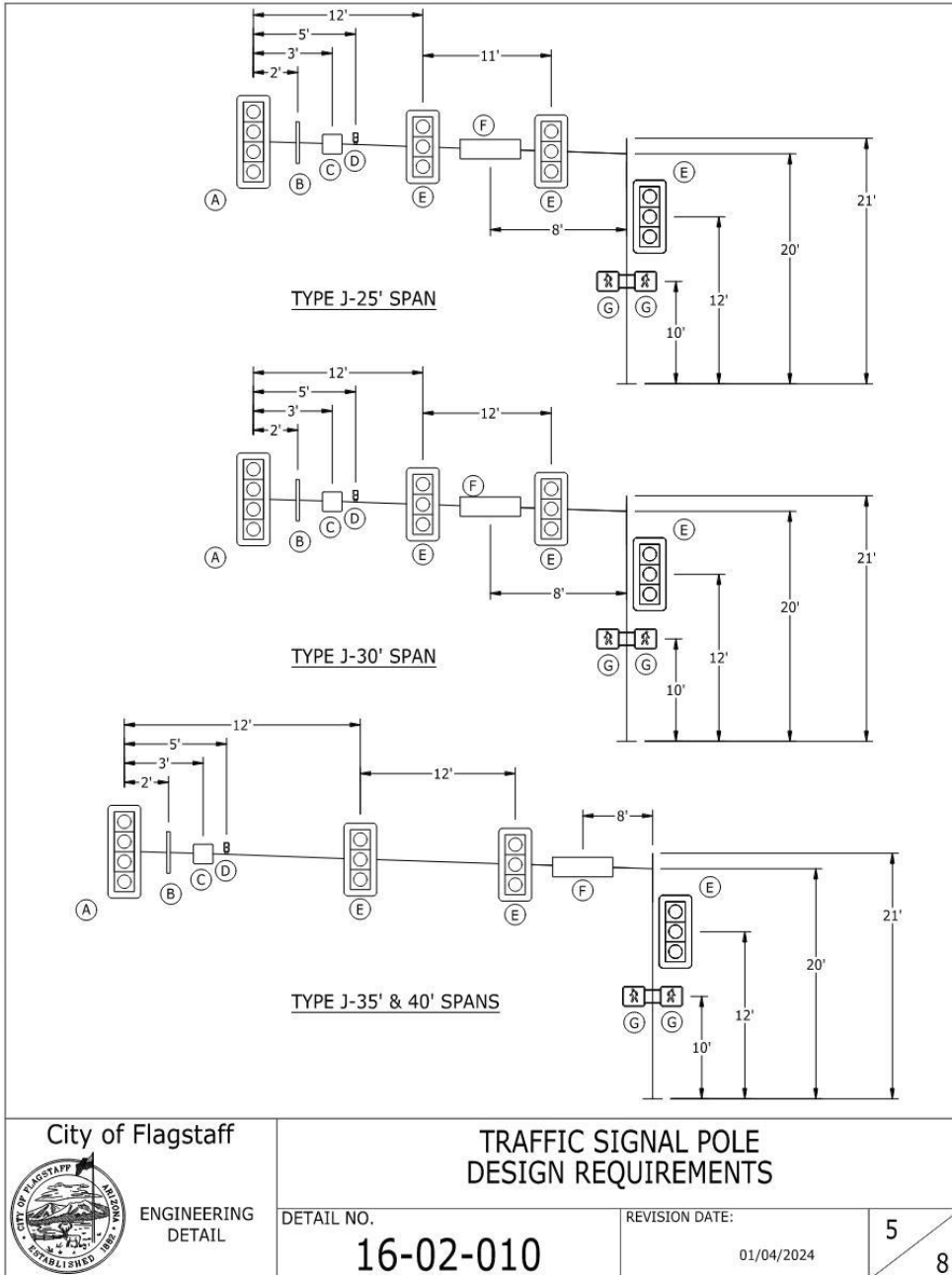
REVISION DATE:
01/04/2024

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>DETAIL 7 SIGNAL ARM SLIP JOINT</p>	<p>DETAIL 11 POLE IDENTIFICATION TAG</p>
<p>DETAIL 8 SIGNAL ARM TENON</p>	<p>DETAIL 12 POLE BASE</p>
<p>DETAIL 9 UPPER HANDHOLE-TYPE Q & R</p>	<p>DETAIL 13 ANCHOR BOLT</p>
<p>DETAIL 10 HANDHOLE</p>	<p>DETAIL 14 DYNAMIC VIBRATION MITIGATION DEVICE</p>
<p>City of Flagstaff</p> <p>ENGINEERING DETAIL</p>	
<h2>TRAFFIC SIGNAL POLE DESIGN REQUIREMENTS</h2>	
<p>DETAIL NO.</p> <h1 style="text-align: center;">16-02-010</h1>	<p>REVISION DATE:</p> <p style="text-align: center;">01/04/2024</p>
<p>4</p> <p style="font-size: 2em;">8</p>	

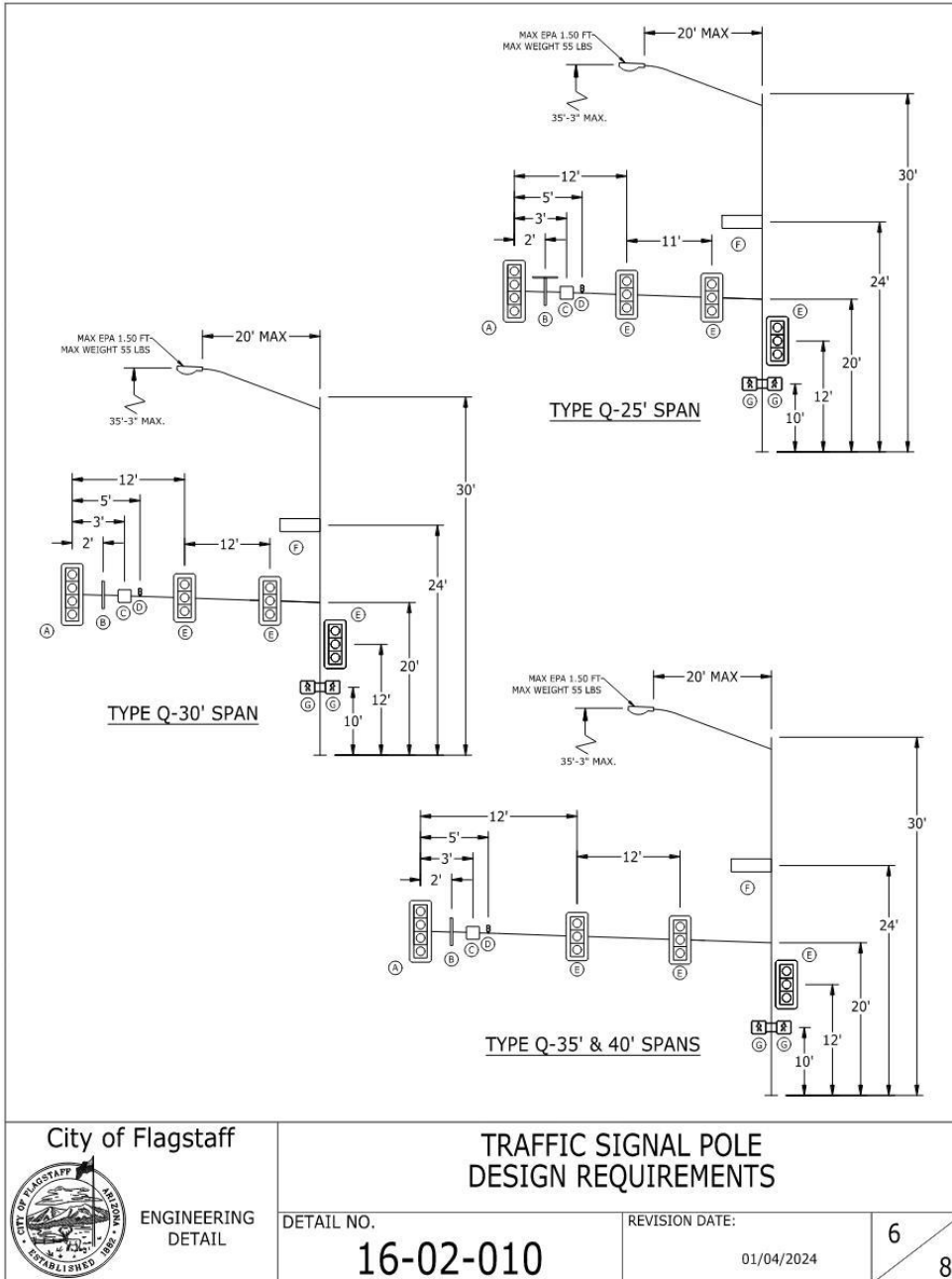
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



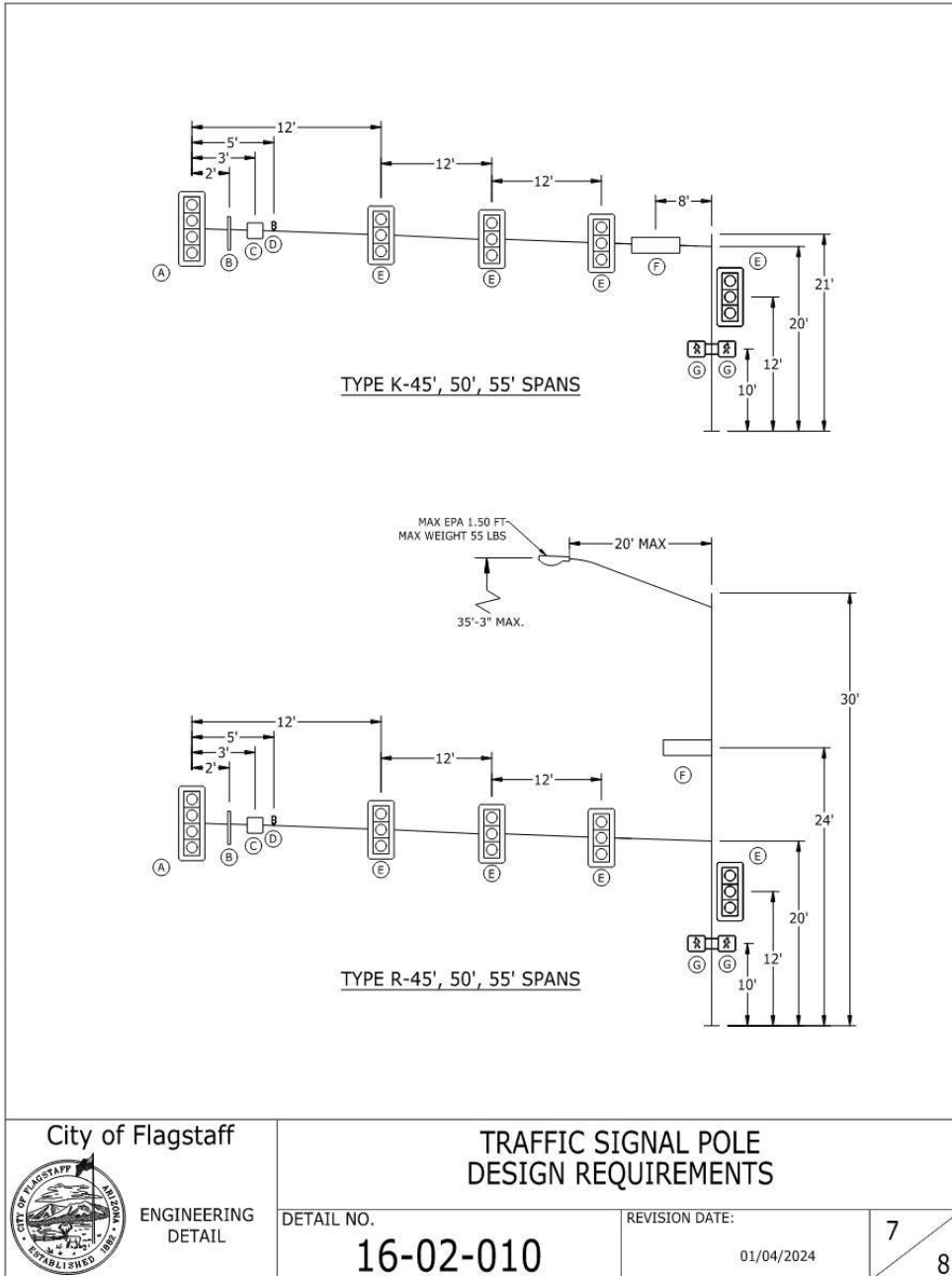
 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>TRAFFIC SIGNAL POLE DESIGN REQUIREMENTS</p>	
	<p>DETAIL NO. 16-02-010</p>	<p>REVISION DATE: 01/04/2024</p>

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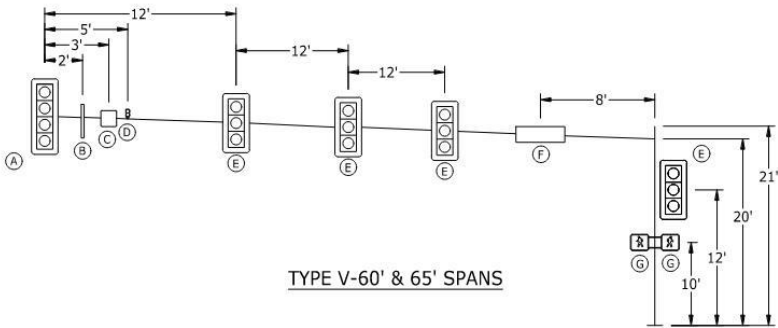
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

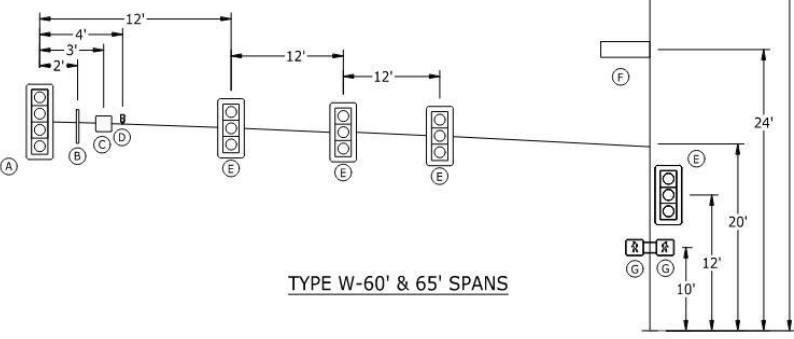


2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



TYPE V-60' & 65' SPANS


MAXIMUM STANDARD LOADING INFORMATION			
DEVICE	DESCRIPTION	PROJ. AREA (FT ²)	WEIGHT (LBS)
Ⓐ SIGNAL	12'- 4 SECTION WITH BACKPLATES	12.64	71.00
Ⓑ VMD	VIBRATION MITIGATING DEVICE	2.00	40.0
Ⓒ SIGN	3'X 3' SIGN	9.00	40.0
Ⓓ PE	PRE-EMPTION DEVICE	1.00	15.00
Ⓔ SIGNAL	12'- 3 SECTION WITH BACKPLATES	8.67	49.0
Ⓕ SIGN	8'X 2.5' SIGN	20.00	100.0
Ⓖ PED	PEDESTRIAN SIGNAL	4.00	40.0



TYPE W-60' & 65' SPANS

MAX EPA 1.50 FT
 MAX WEIGHT 55 LBS
 20' MAX
 35'-3" MAX.

City of Flagstaff



ENGINEERING
DETAIL

TRAFFIC SIGNAL POLE DESIGN REQUIREMENTS

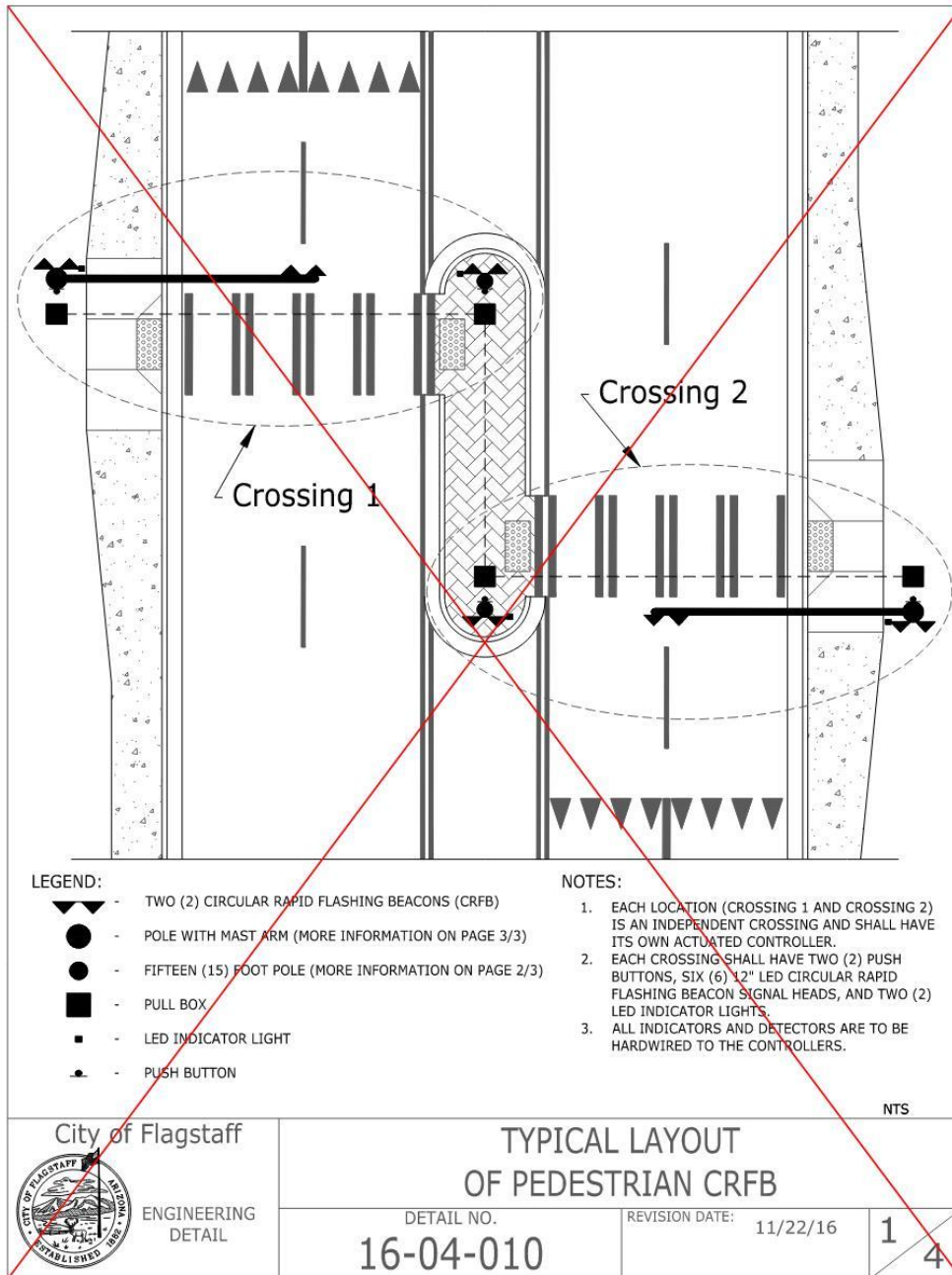
DETAIL NO.	REVISION DATE:	8	
16-02-010	01/04/2024	8	8

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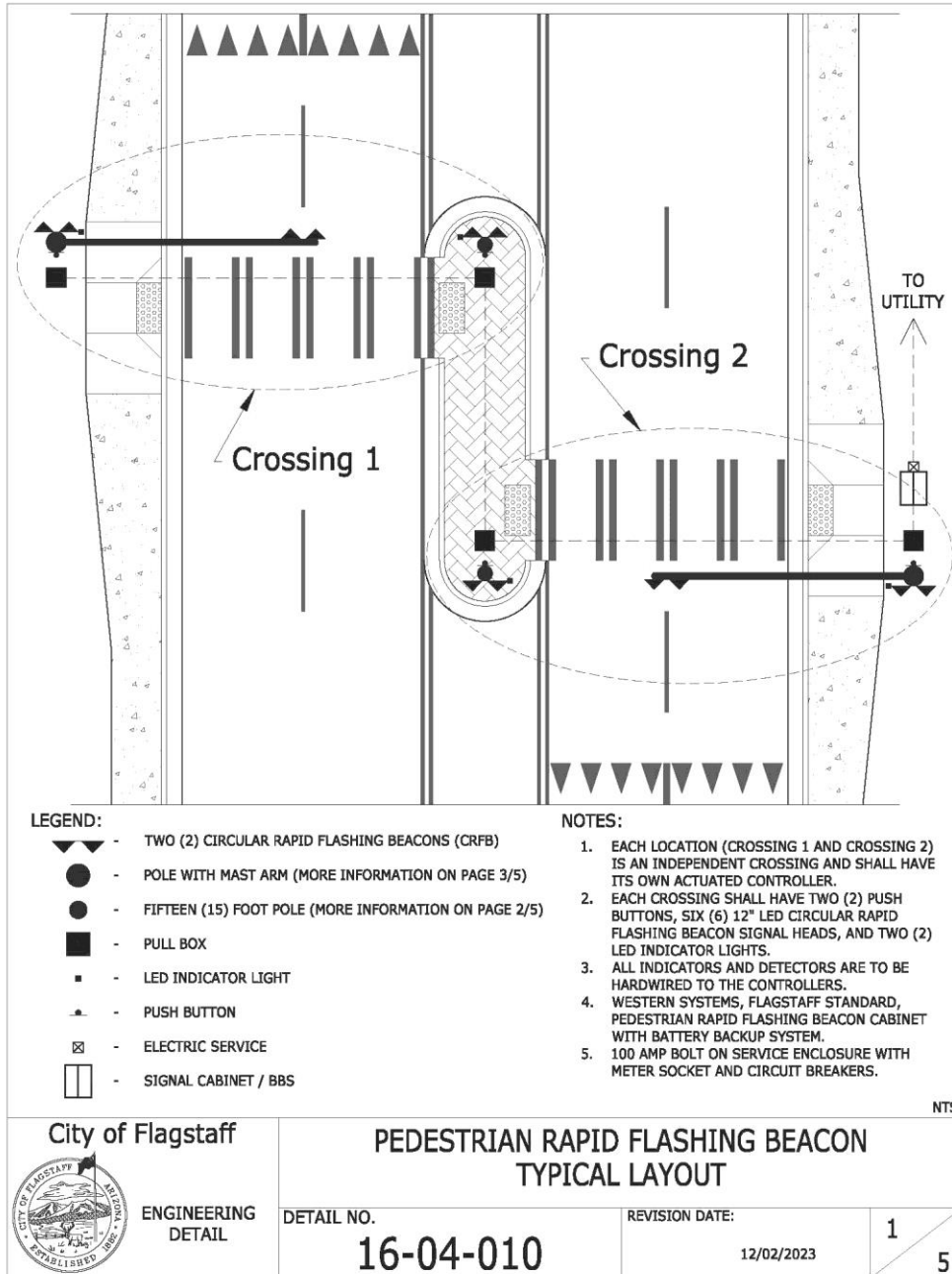
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-04-010: Pedestrian Rapid Flashing Beacon

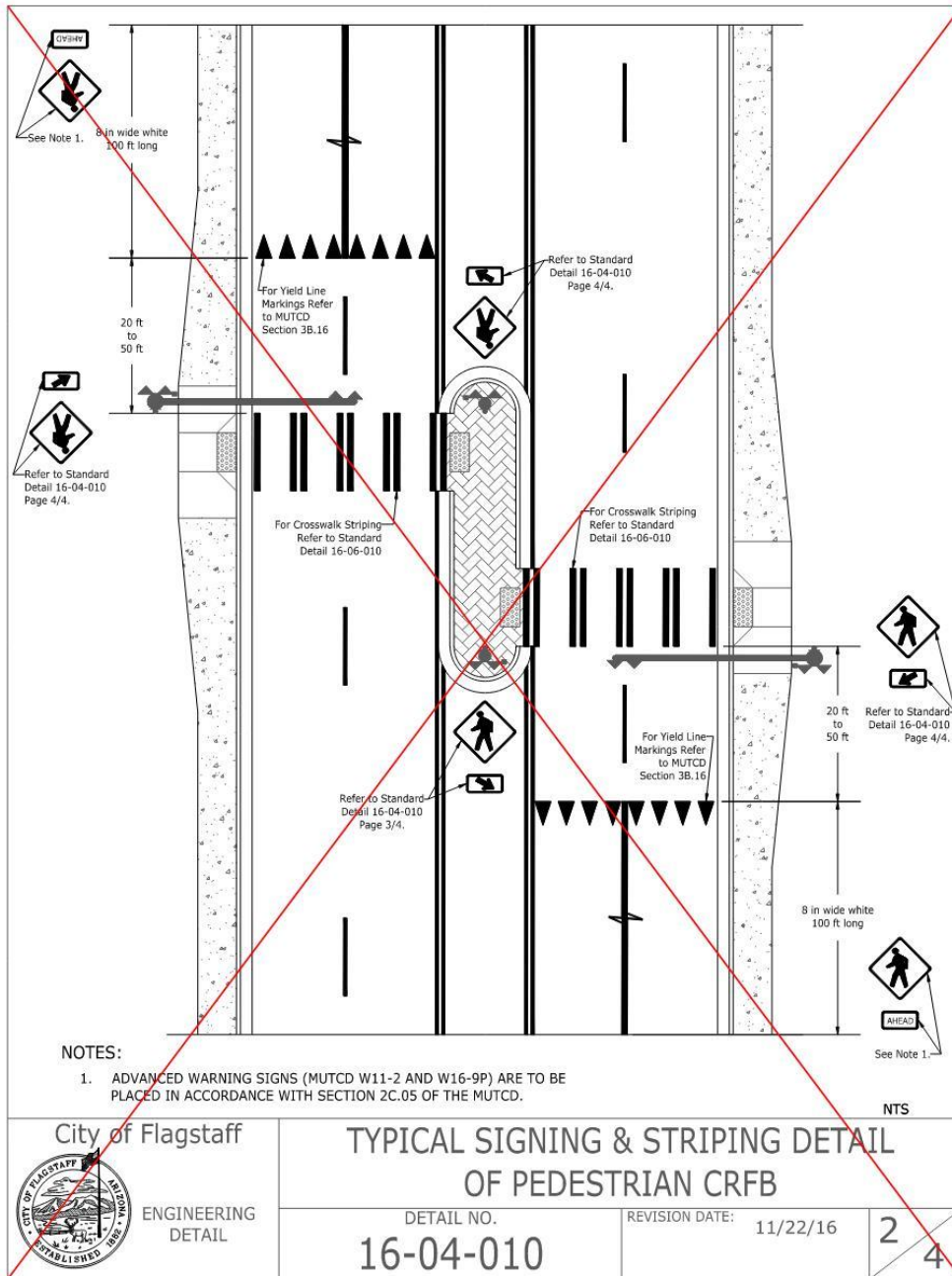
Section 74. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-04-010: Typical Layout of Pedestrian CRFB, delete existing standard drawing 16-04-010 and replace with standard drawing 16-04-010 below:



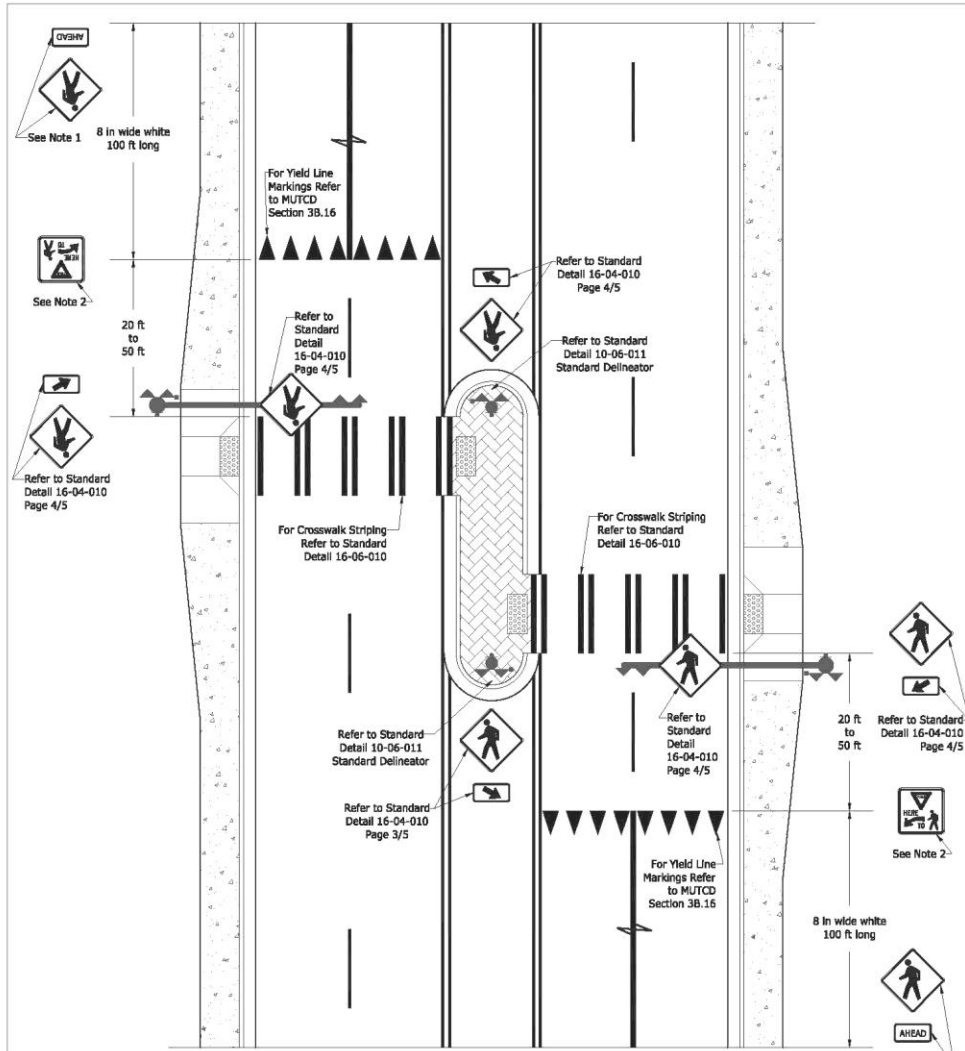
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



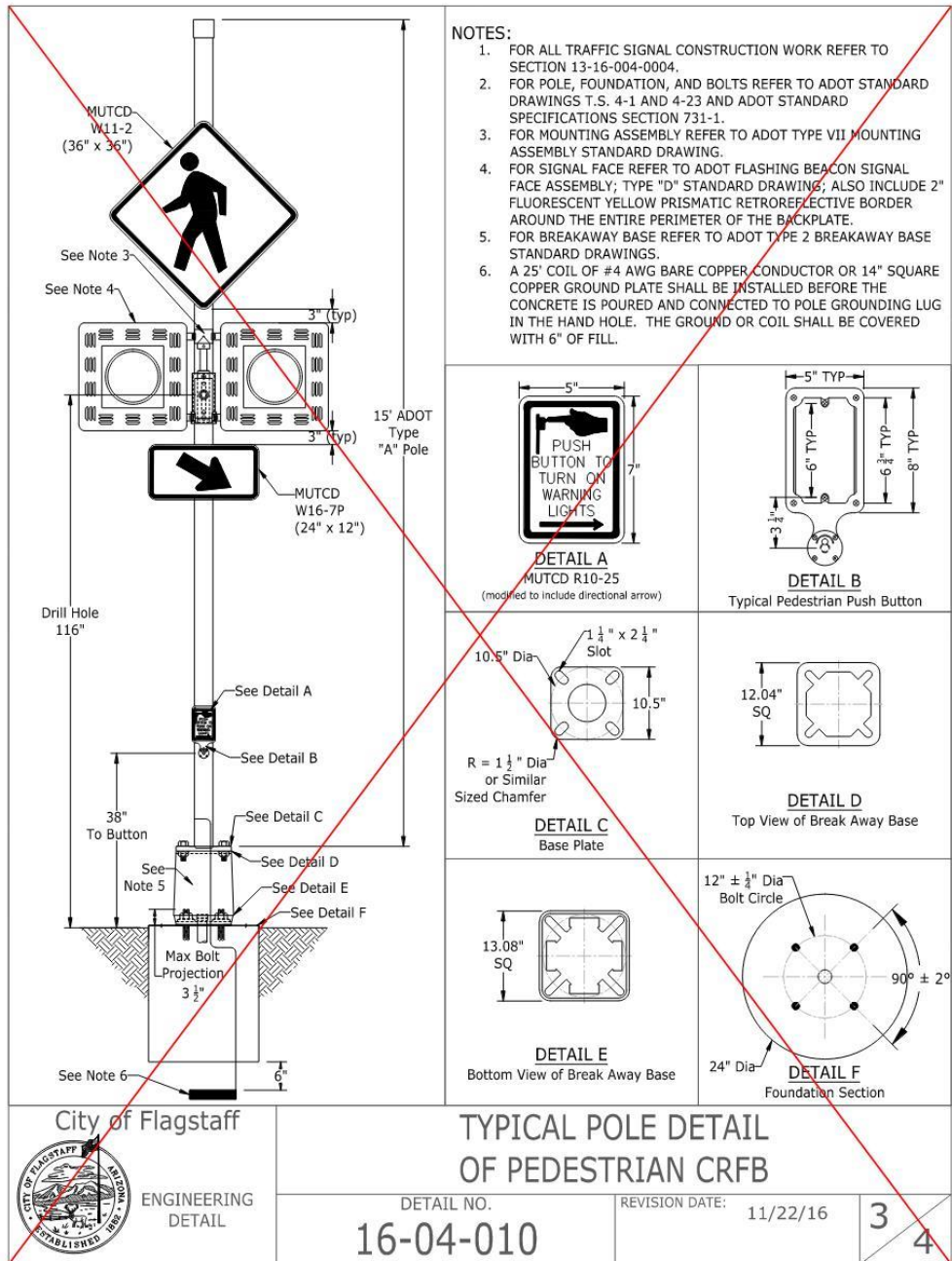
NOTES:

1. ADVANCED WARNING SIGNS (MUTCD W11-2 AND W16-9P) ARE TO BE PLACED IN ACCORDANCE WITH SECTION 2C.05 OF THE MUTCD.
2. MUTCD R1-5L (36" X 36") SIGN TO BE PLACED IN LINE WITH YIELD LINE MARKINGS.

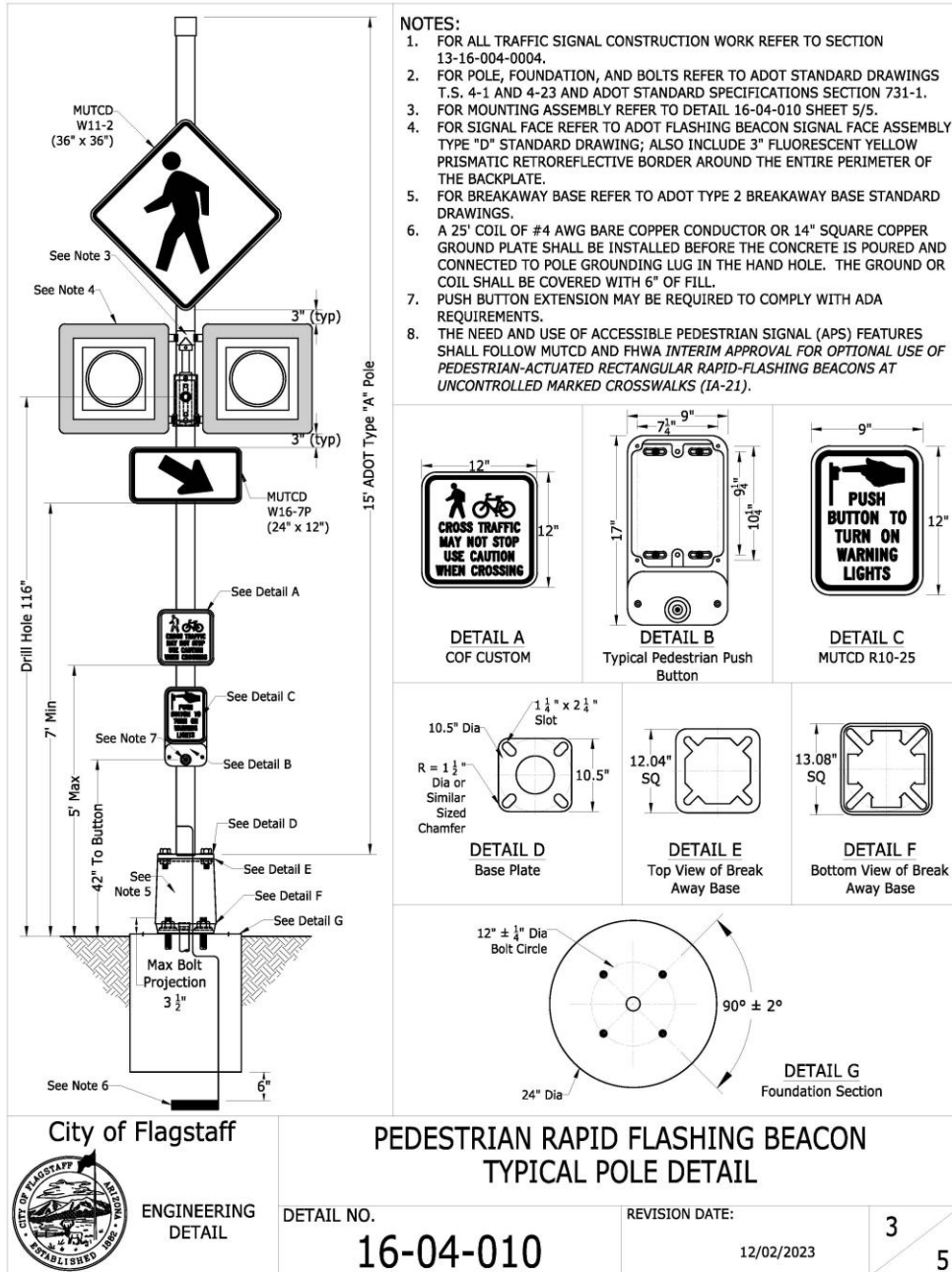
NTS

 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>PEDESTRIAN RAPID FLASHING BEACON TYPICAL SIGNING & STRIPING DETAIL</p>		<p>REVISION DATE:</p> <p>11/29/2023</p>	<p>2</p>
	<p>DETAIL NO.</p> <p>16-04-010</p>	<p>5</p>		

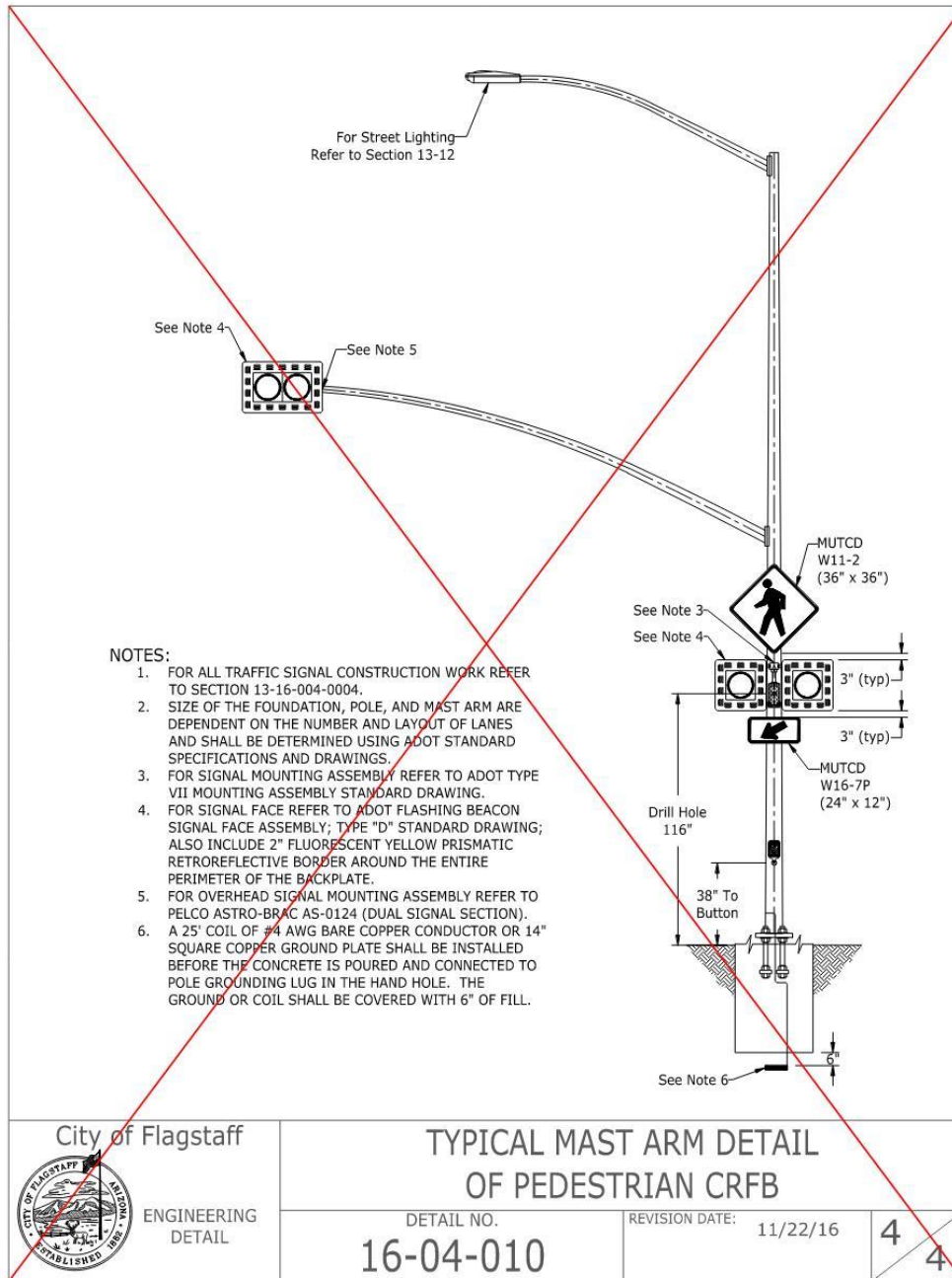
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



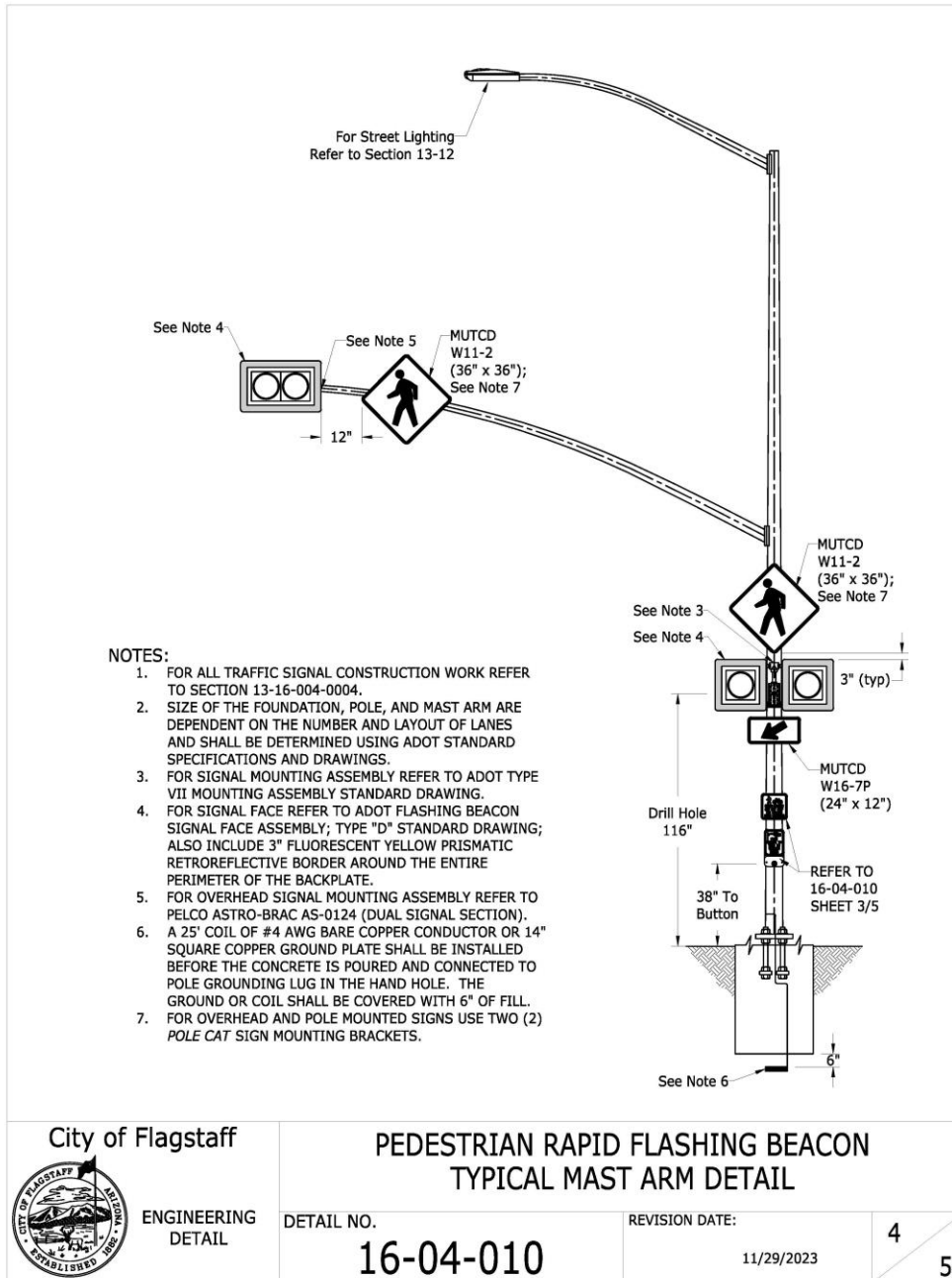
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

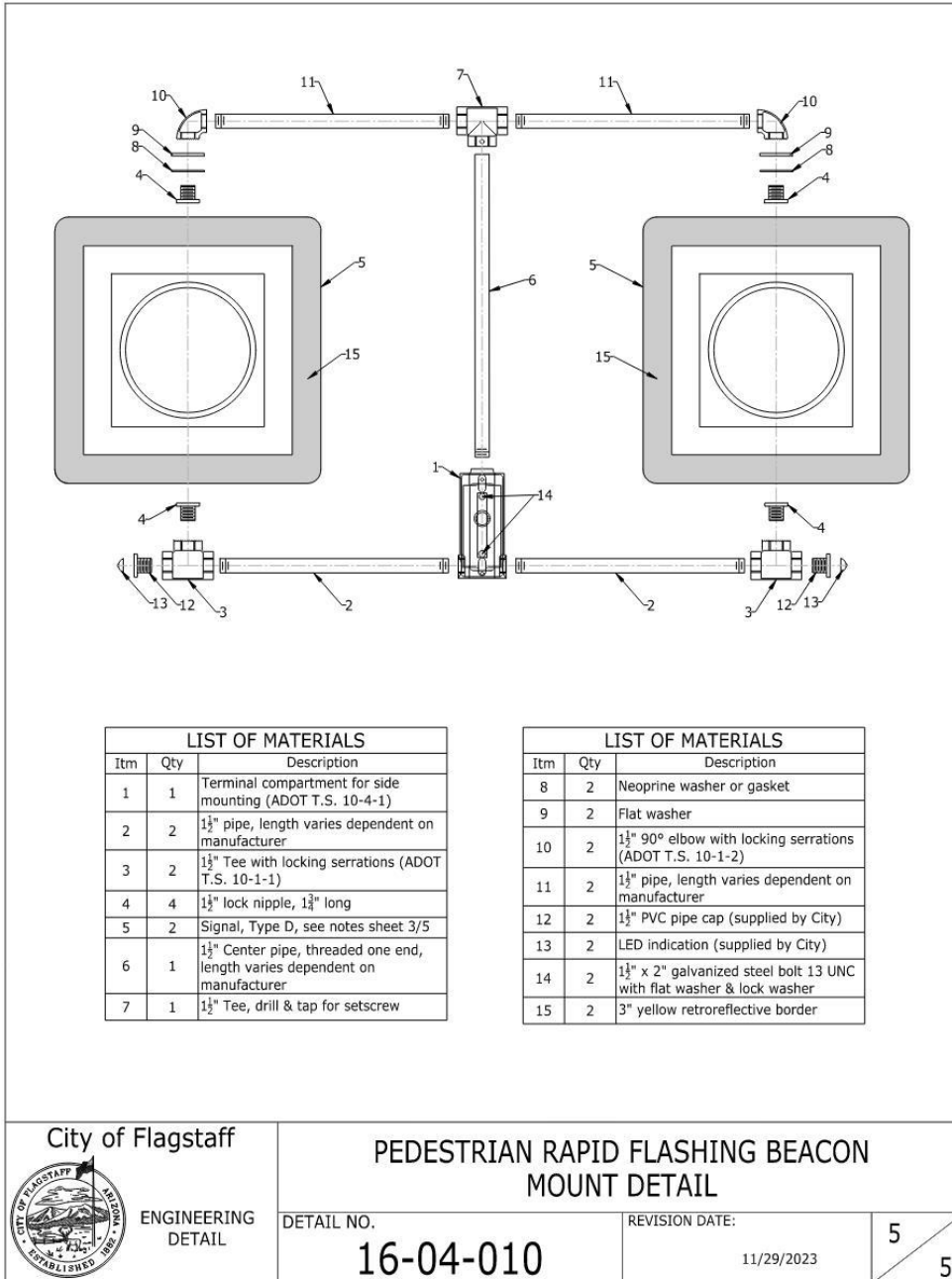


2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



 <p>City of Flagstaff</p> <p>ENGINEERING DETAIL</p>	<p>PEDESTRIAN RAPID FLASHING BEACON TYPICAL MAST ARM DETAIL</p>		
	<p>DETAIL NO.</p> <p style="font-size: 24pt; font-weight: bold;">16-04-010</p>	<p>REVISION DATE:</p> <p>11/29/2023</p>	<p>4</p> <p>5</p>

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

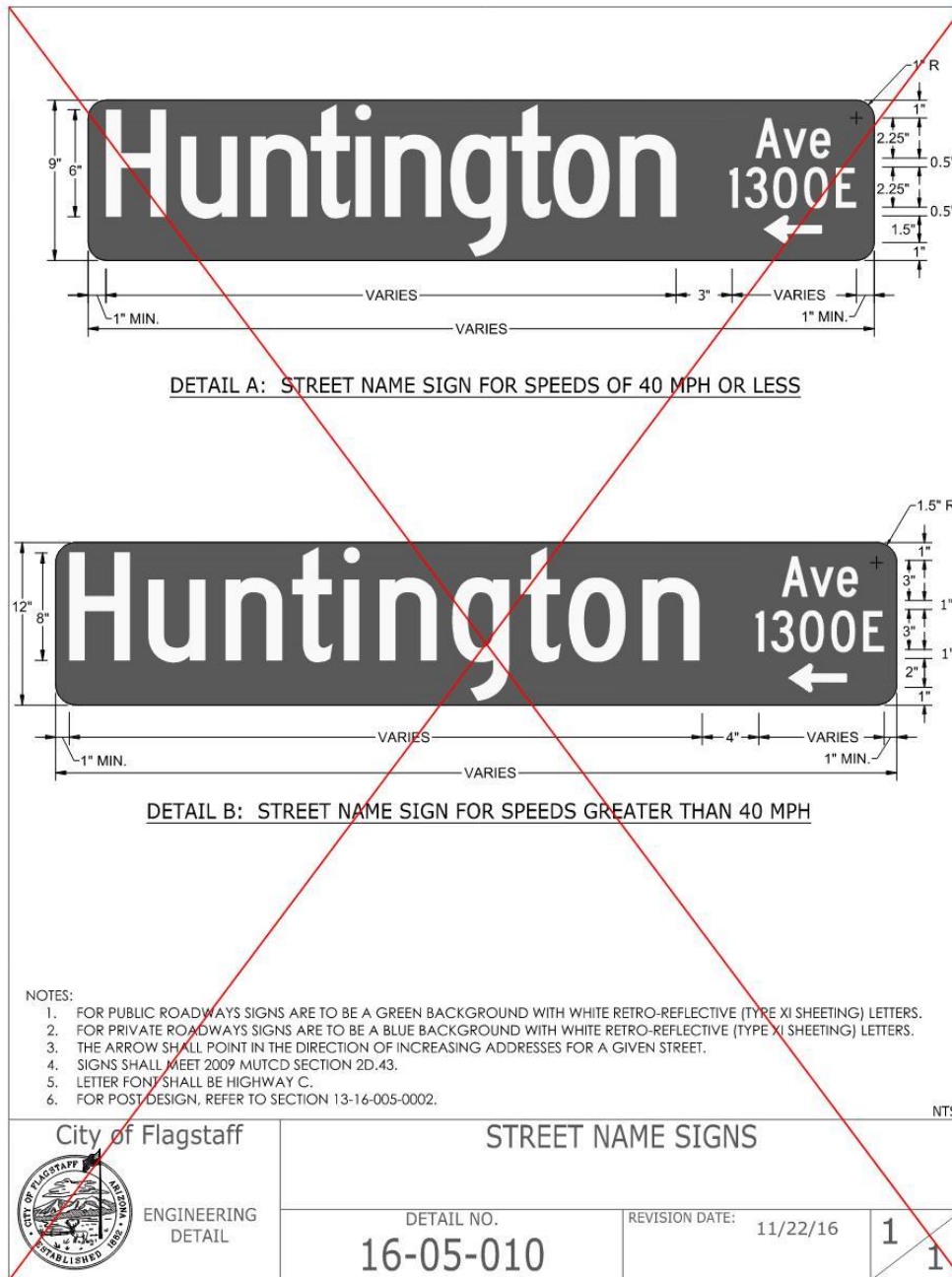


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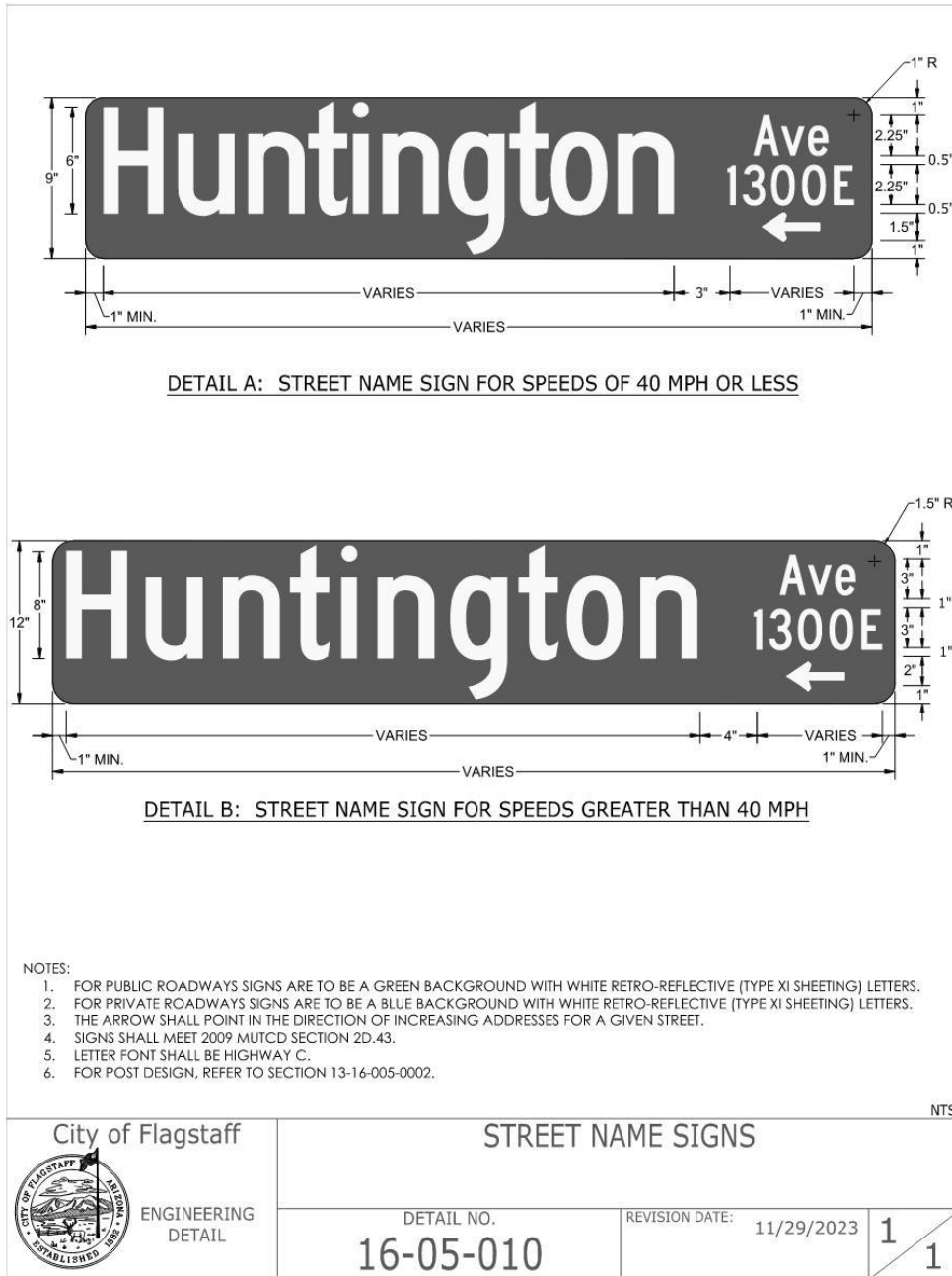
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-05-010: Street Name Signs

Section 75. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-05-010: Street Name Signs, delete existing standard drawing 16-05-010 and replace with standard drawing 16-05-010 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



[\(Back to top\)](#)

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-05-020: Traffic Signal Street Name Signs

Section 76. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-05-020: Traffic Signal Street Name Signs, delete existing standard drawing 16-05-020 and replace with standard drawing 16-05-020 below:


DETAIL C: TRAFFIC SIGNAL STREET NAME SIGN

DETAIL D: TRAFFIC SIGNAL STREET NAME SIGN (where name changes)

NOTES:

1. FOR PUBLIC ROADWAYS SIGNS ARE TO BE A GREEN BACKGROUND WITH WHITE RETRO-REFLECTIVE (TYPE XI SHEETING) LETTERS.
2. FOR PRIVATE ROADWAYS SIGNS ARE TO BE A BLUE BACKGROUND WITH WHITE RETRO-REFLECTIVE (TYPE XI SHEETING) LETTERS.
3. SIGNS SHALL MEET 2009 MUTCD SECTION 2D.43.
4. LETTER FONT SHALL BE HIGHWAY C.
5. TRAFFIC SIGNAL STREET NAME SIGNS SHALL BE INSTALLED ON TRAFFIC SIGNAL POLES WITH A MINIMUM OF 3 STEEL CLAMP BRACKETS WITH PERFORATED SQUARE TUBING, AS SHOWN ON ADOT STANDARD DRAWINGS.

NTS

 City of Flagstaff ENGINEERING DETAIL	TRAFFIC SIGNAL STREET NAME SIGNS		
	DETAIL NO. 16-05-020	REVISION DATE: 11/22/16	1 1

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

DETAIL C: TRAFFIC SIGNAL STREET NAME SIGN

**DETAIL D: TRAFFIC SIGNAL STREET NAME SIGN
(where name changes)**

NOTES:

1. FOR PUBLIC ROADWAYS SIGNS ARE TO BE A GREEN BACKGROUND WITH WHITE RETRO-REFLECTIVE (TYPE XI SHEETING) LETTERS.
2. FOR PRIVATE ROADWAYS SIGNS ARE TO BE A BLUE BACKGROUND WITH WHITE RETRO-REFLECTIVE (TYPE XI SHEETING) LETTERS.
3. SIGNS SHALL MEET 2009 MUTCD SECTION 2D.43.
4. LETTER FONT SHALL BE HIGHWAY C.
5. TRAFFIC SIGNAL STREET NAME SIGNS SHALL BE INSTALLED ON TRAFFIC SIGNAL POLES WITH POLE CAT SIGN MOUNTING BRACKETS, OR APPROVED EQUAL, PER MANUFACTURER'S INSTRUCTIONS.

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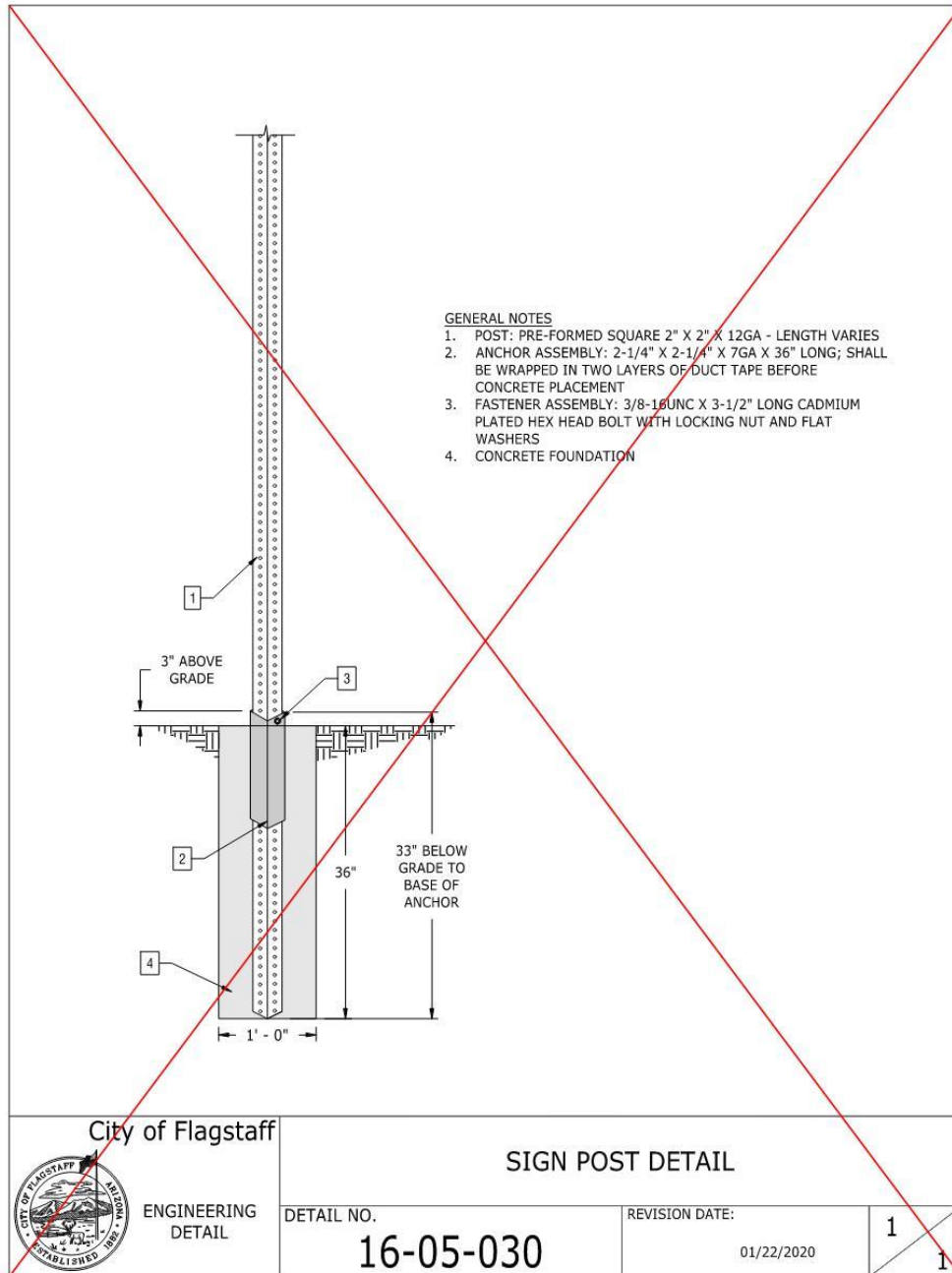
<p>City of Flagstaff ENGINEERING DETAIL</p>	<p>TRAFFIC SIGNAL STREET NAME SIGNS</p>			
	<p>DETAIL NO. 16-05-020</p>	<p>REVISION DATE: 12/02/2023</p>	<p>1</p>	<p>1</p>

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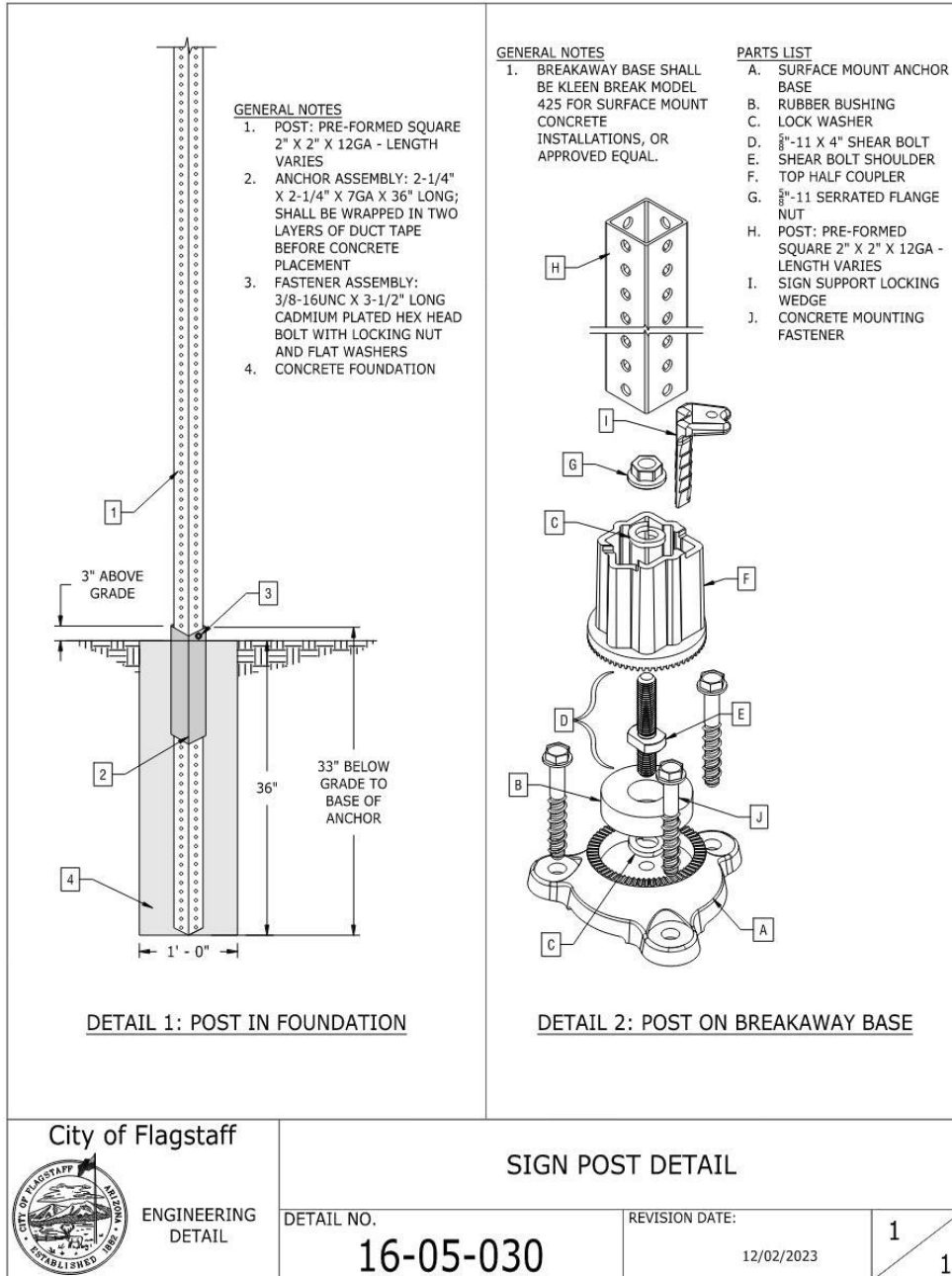
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-05-030: Sign Post Detail

Section 77. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-05-030: Sign Post Detail, delete existing standard drawing 16-05-030 and replace with standard drawing 16-05-030 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



 <p>City of Flagstaff ENGINEERING DETAIL</p>	SIGN POST DETAIL	
	DETAIL NO. 16-05-030	REVISION DATE: 12/02/2023

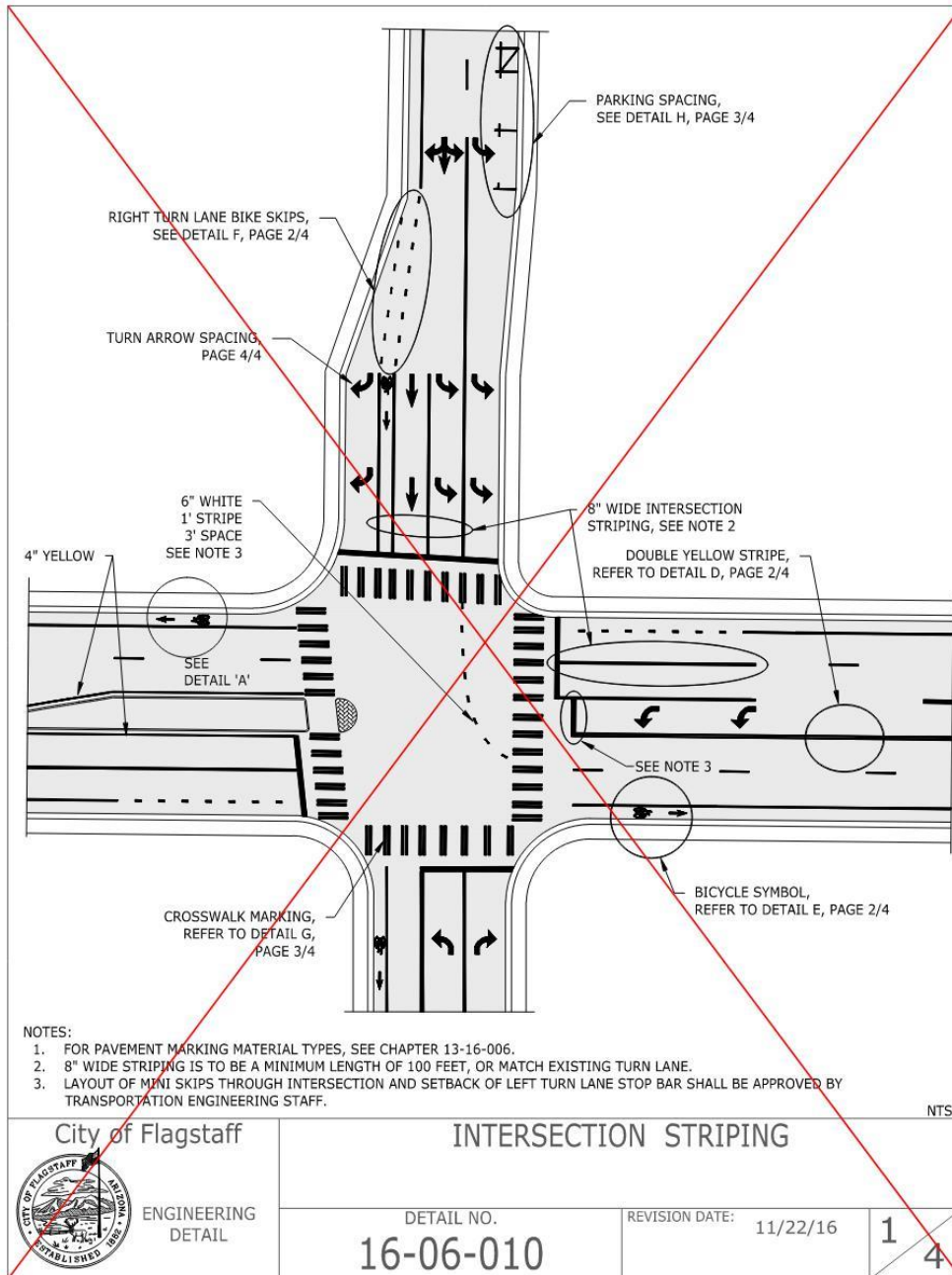
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1

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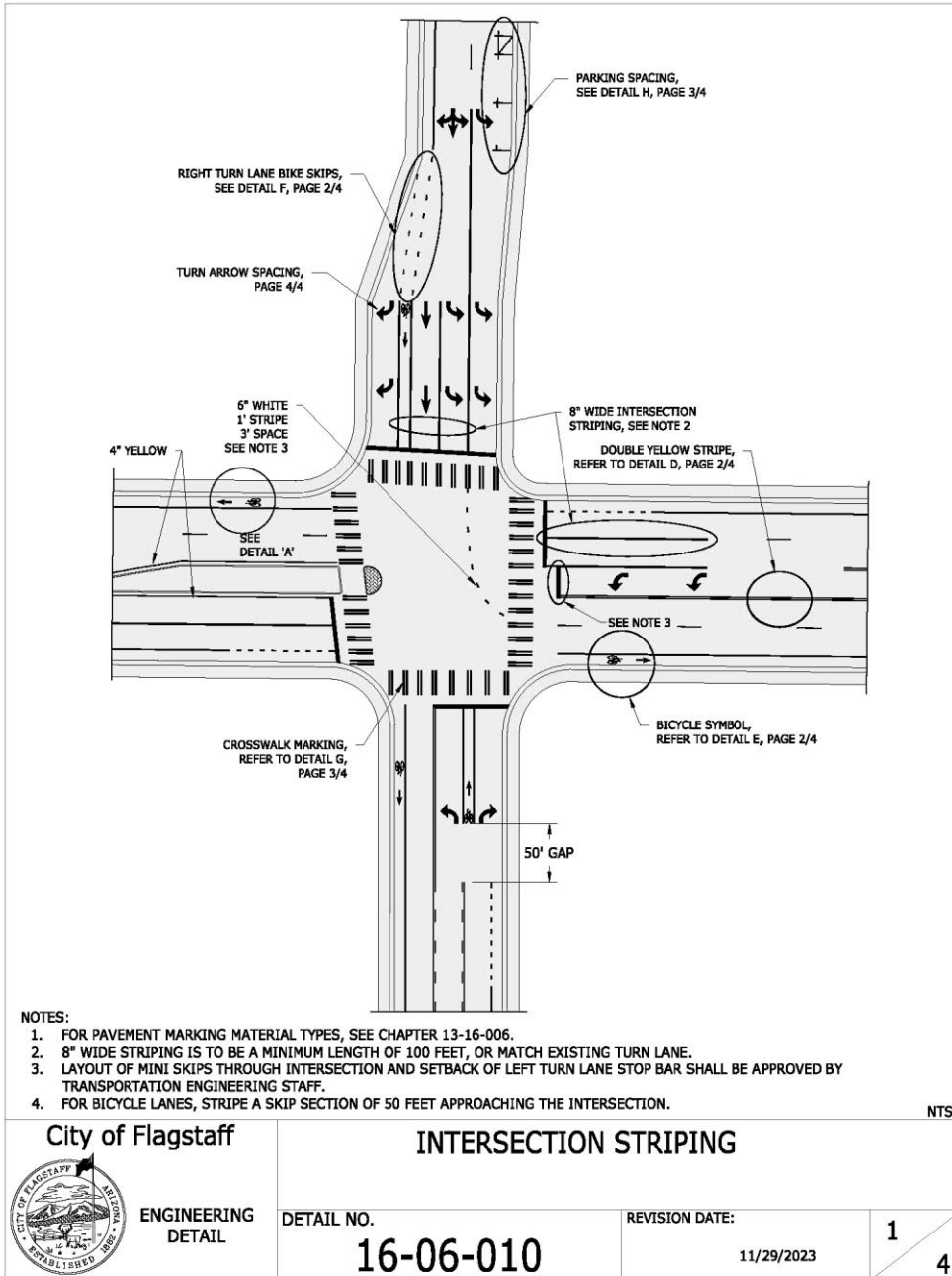
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-06-010: Intersection Striping

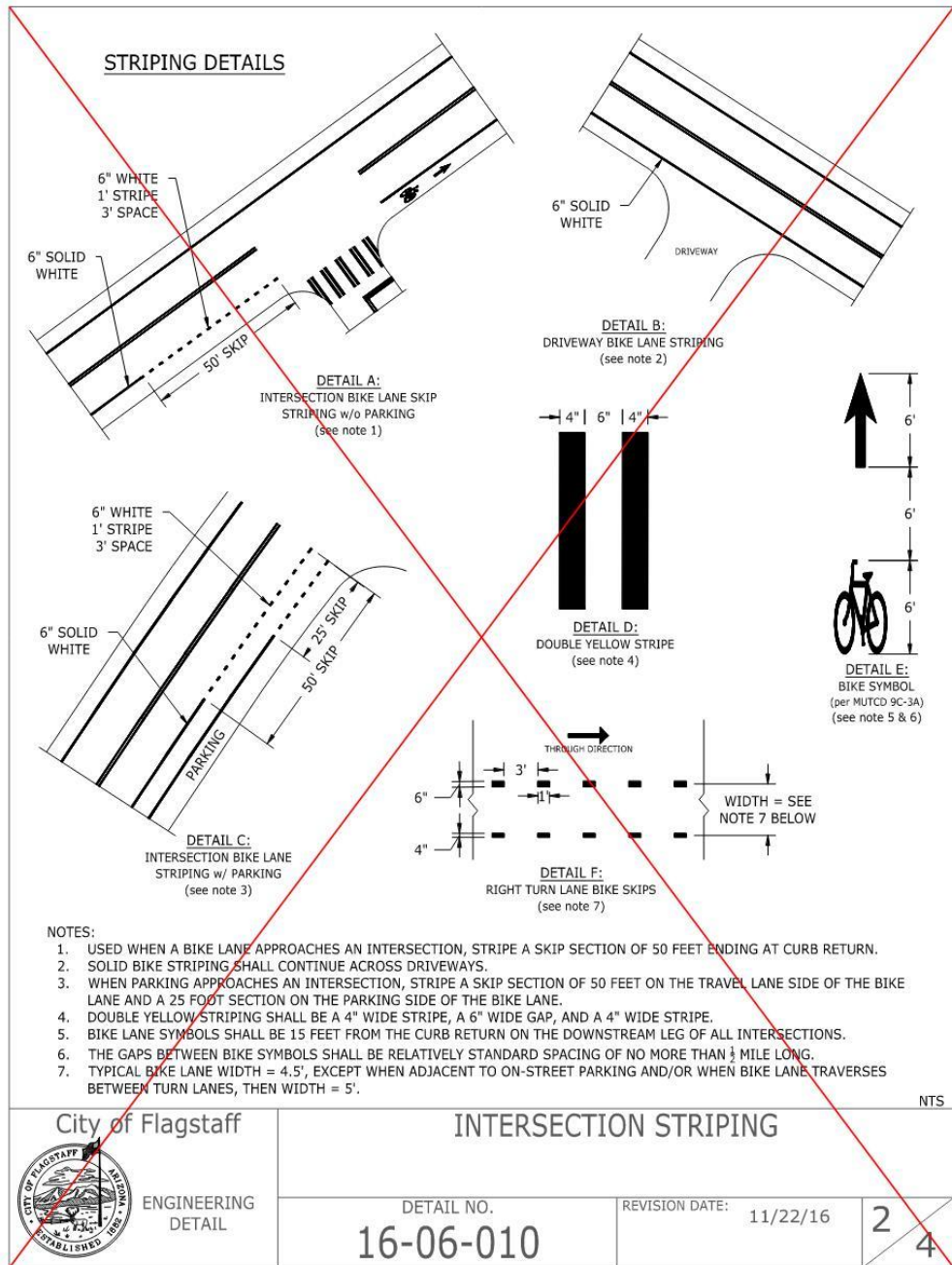
Section 78. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-06-010: Intersection Striping, delete existing standard drawing 16-06-010 and replace with standard drawing 16-06-010 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



 <p>City of Flagstaff</p> <p>ENGINEERING DETAIL</p>	INTERSECTION STRIPING		
	DETAIL NO. 16-06-010	REVISION DATE: 11/22/16	2 4

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

STRIPING DETAILS

DETAIL A:
INTERSECTION BIKE LANE SKIP STRIPING w/o PARKING (see note 1)

DETAIL B:
DRIVEWAY BIKE LANE STRIPING (see note 2)

DETAIL C:
INTERSECTION BIKE LANE STRIPING w/ PARKING (see note 3)

DETAIL D:
DOUBLE YELLOW STRIPE (see note 4)

DETAIL E:
BIKE SYMBOL (per MUTCD 9C-3A) (see note 5 & 6)

DETAIL F:
RIGHT TURN LANE BIKE SKIPS (see note 7)

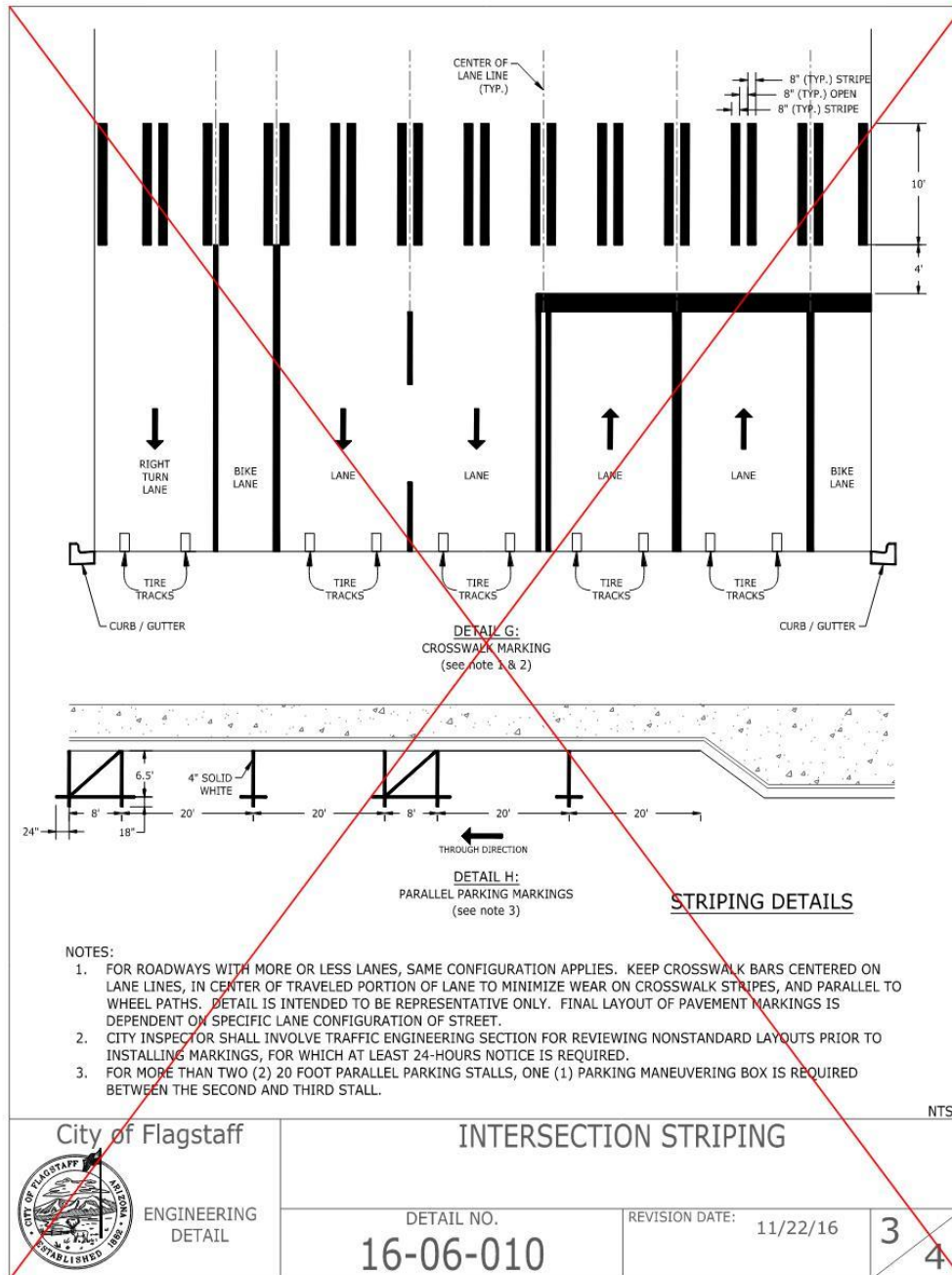
NOTES:

1. USED WHEN A BIKE LANE APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ENDING AT CURB RETURN.
2. SOLID BIKE STRIPING SHALL CONTINUE ACROSS DRIVEWAYS.
3. WHEN PARKING APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ON THE TRAVEL LANE SIDE OF THE BIKE LANE AND A 25 FOOT SECTION ON THE PARKING SIDE OF THE BIKE LANE.
4. DOUBLE YELLOW STRIPING SHALL BE A 4" WIDE STRIPE, A 6" WIDE GAP, AND A 4" WIDE STRIPE.
5. BIKE LANE SYMBOLS SHALL BE 15 FEET FROM THE CURB RETURN ON THE DOWNSTREAM LEG OF ALL INTERSECTIONS.
6. THE GAPS BETWEEN BIKE SYMBOLS SHALL BE RELATIVELY STANDARD SPACING OF NO MORE THAN ½ MILE LONG.
7. TYPICAL BIKE LANE WIDTH = 4.5', EXCEPT WHEN ADJACENT TO ON-STREET PARKING AND/OR WHEN BIKE LANE TRAVERSES BETWEEN TURN LANES, THEN WIDTH = 5'.

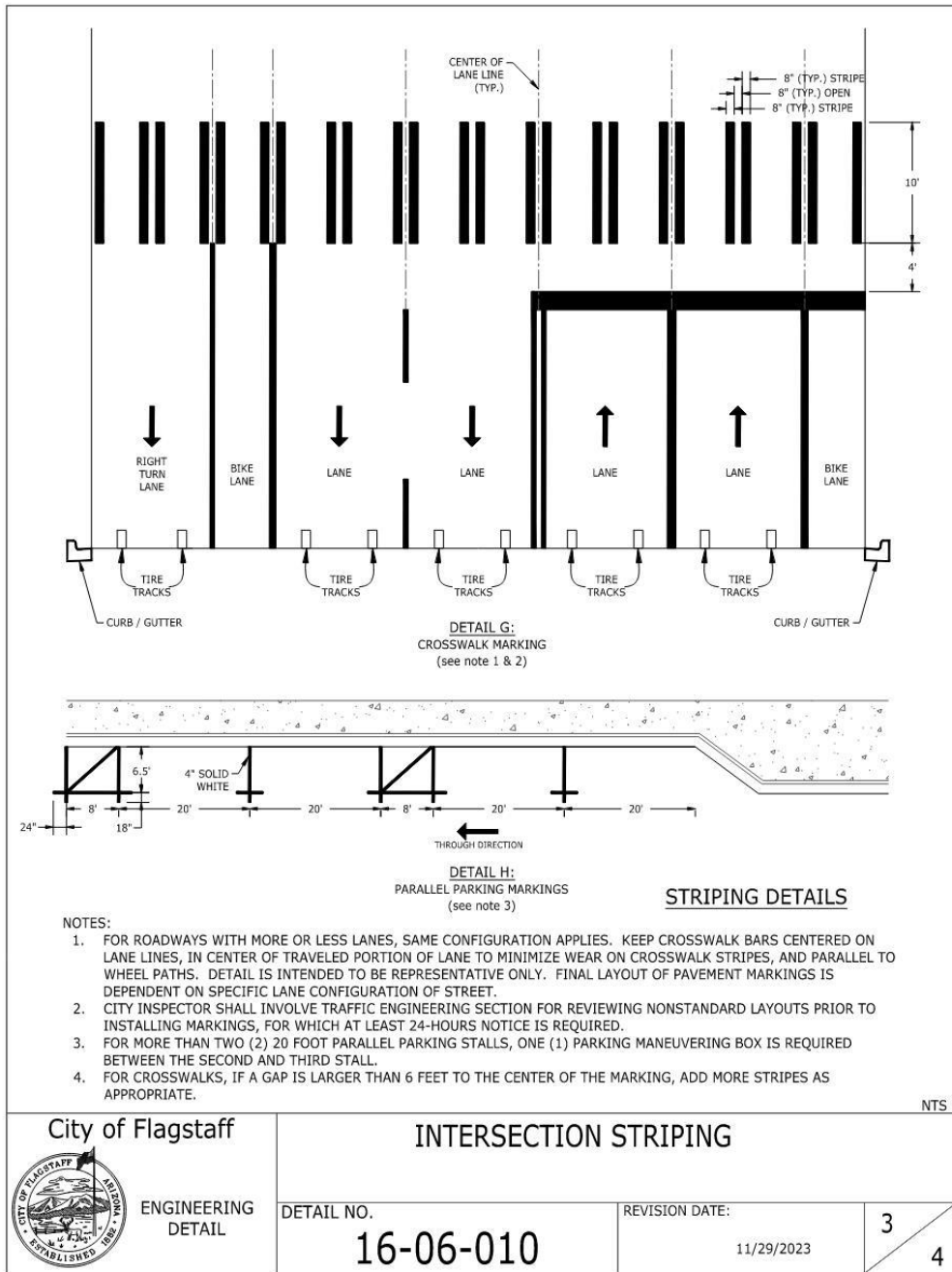
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 City of Flagstaff ENGINEERING DETAIL	INTERSECTION STRIPING		
	DETAIL NO. 16-06-010	REVISION DATE: 11/29/2023	2
			4

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

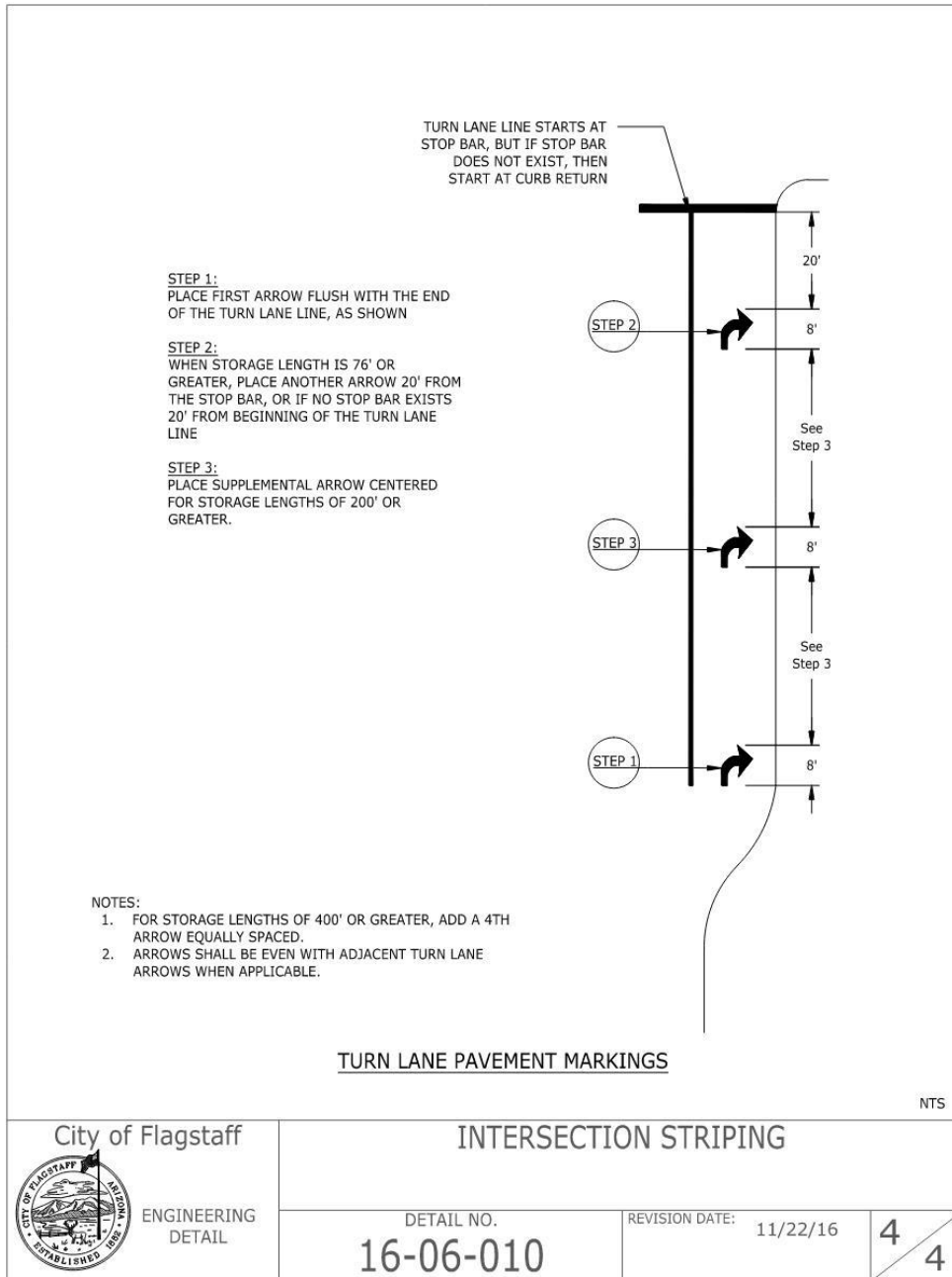


2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



 <p>City of Flagstaff</p> <p>ENGINEERING DETAIL</p>	INTERSECTION STRIPING		
	DETAIL NO. <h2 style="text-align: center;">16-06-010</h2>	REVISION DATE: 11/29/2023	3 <hr/> 4

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



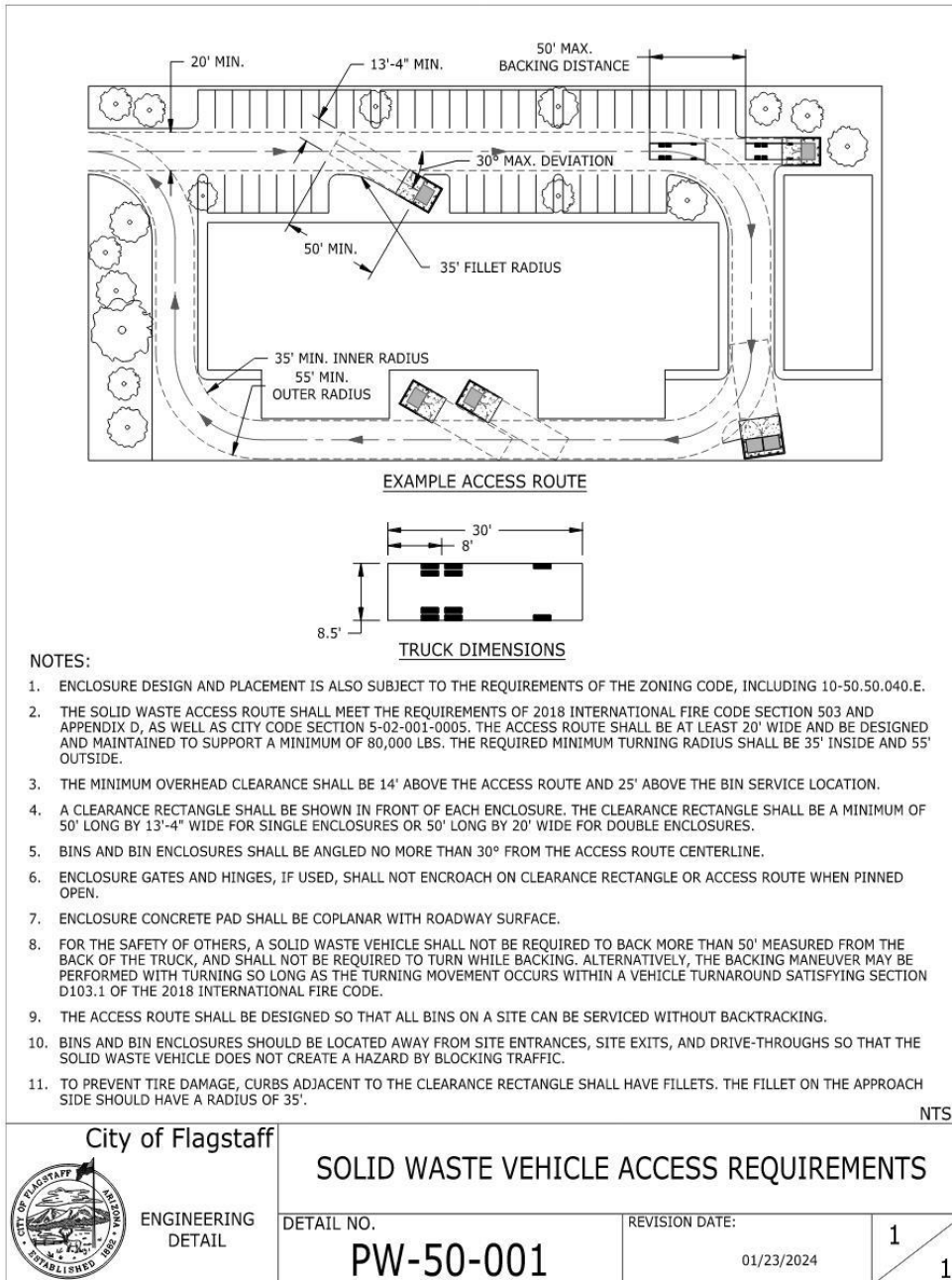
 <p>City of Flagstaff ENGINEERING DETAIL</p>	INTERSECTION STRIPING		
	DETAIL NO. 16-06-010	REVISION DATE: 11/22/16	4 / 4

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

PW-50-001: Solid Waste Vehicle Access Requirements

Section 79. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section PW-50-001: Solid Waste Vehicle Access Requirements, to read as follows:

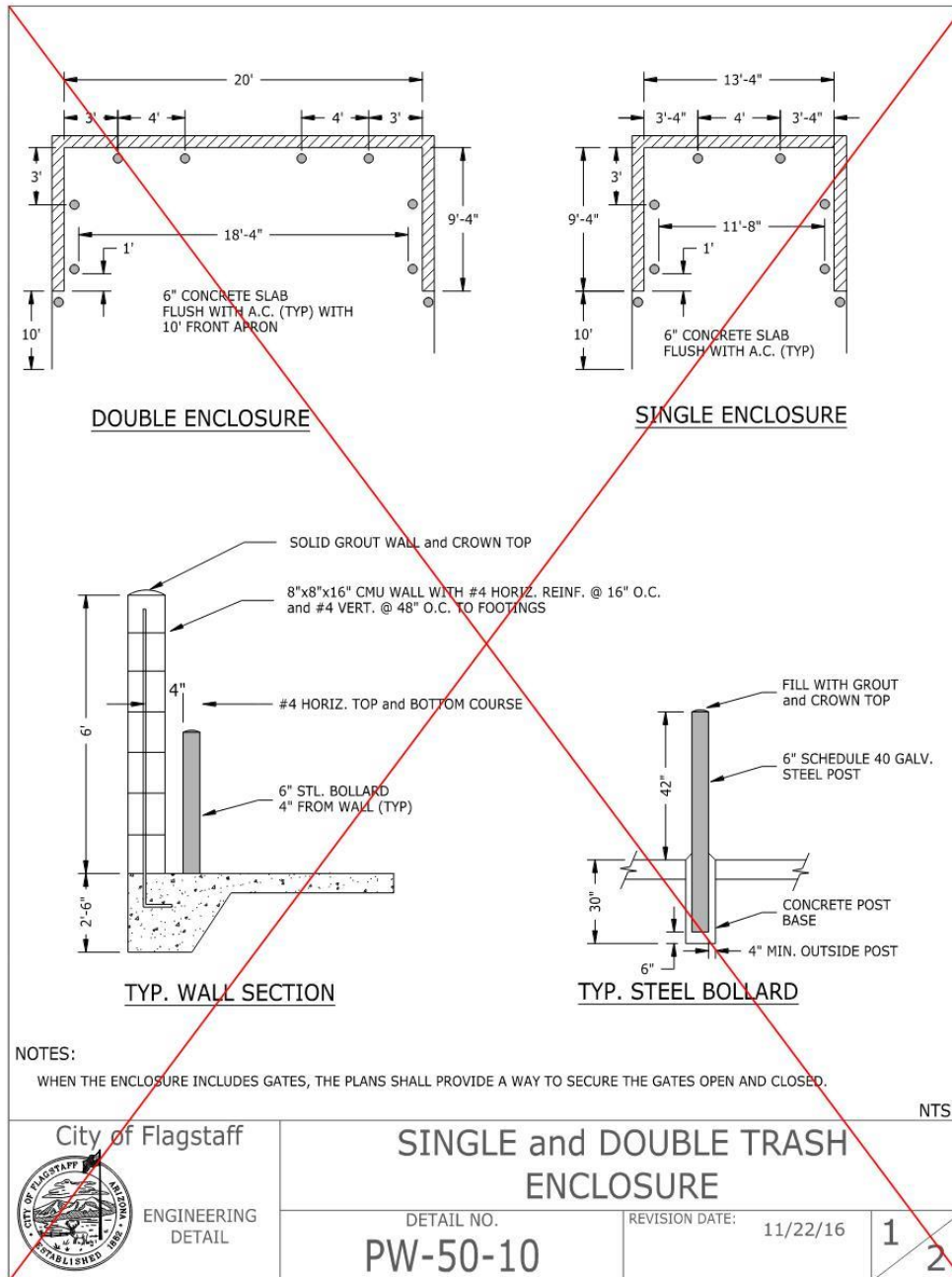


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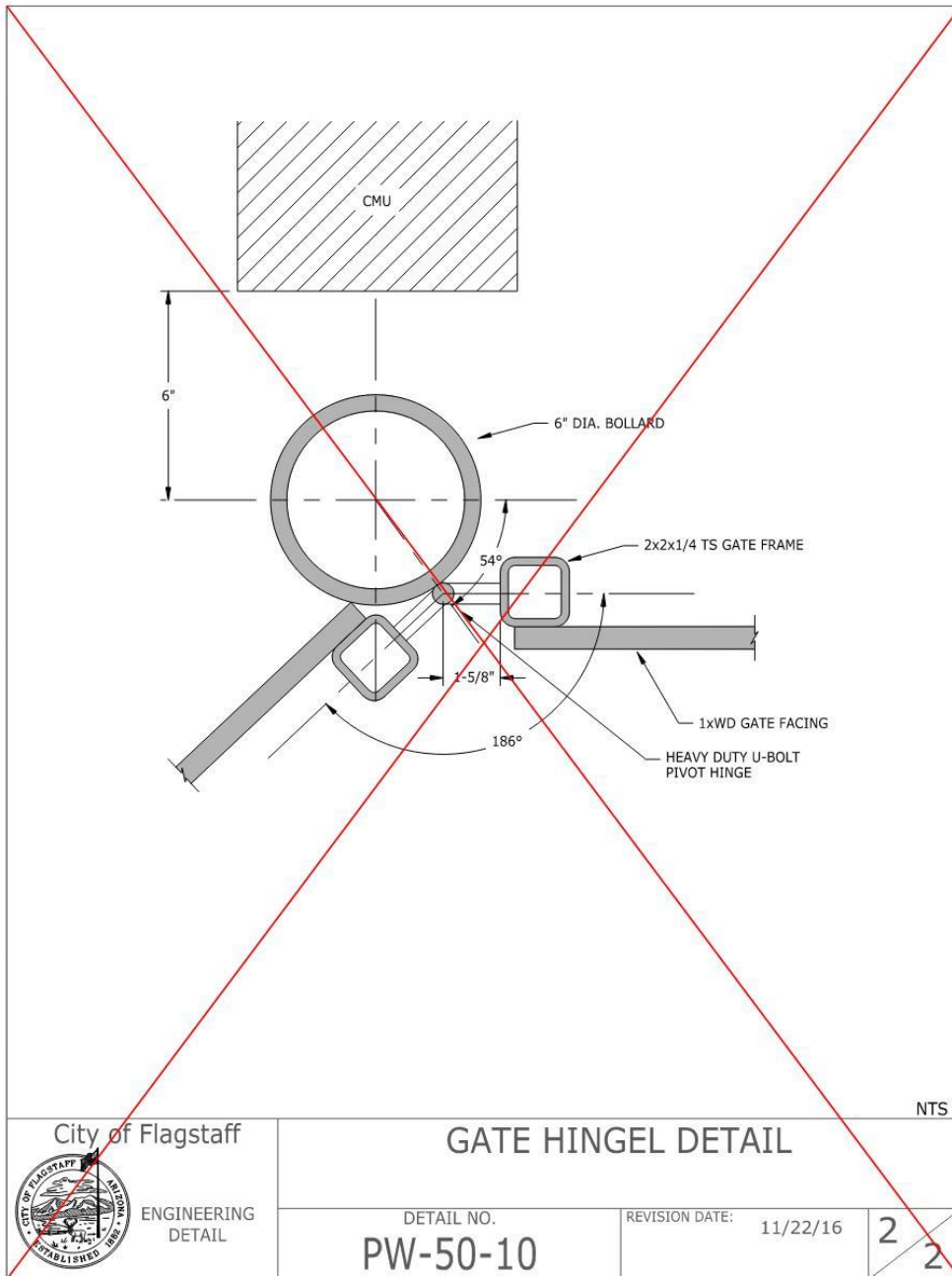
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

PW-50-010: Single and Double Trash Enclosure

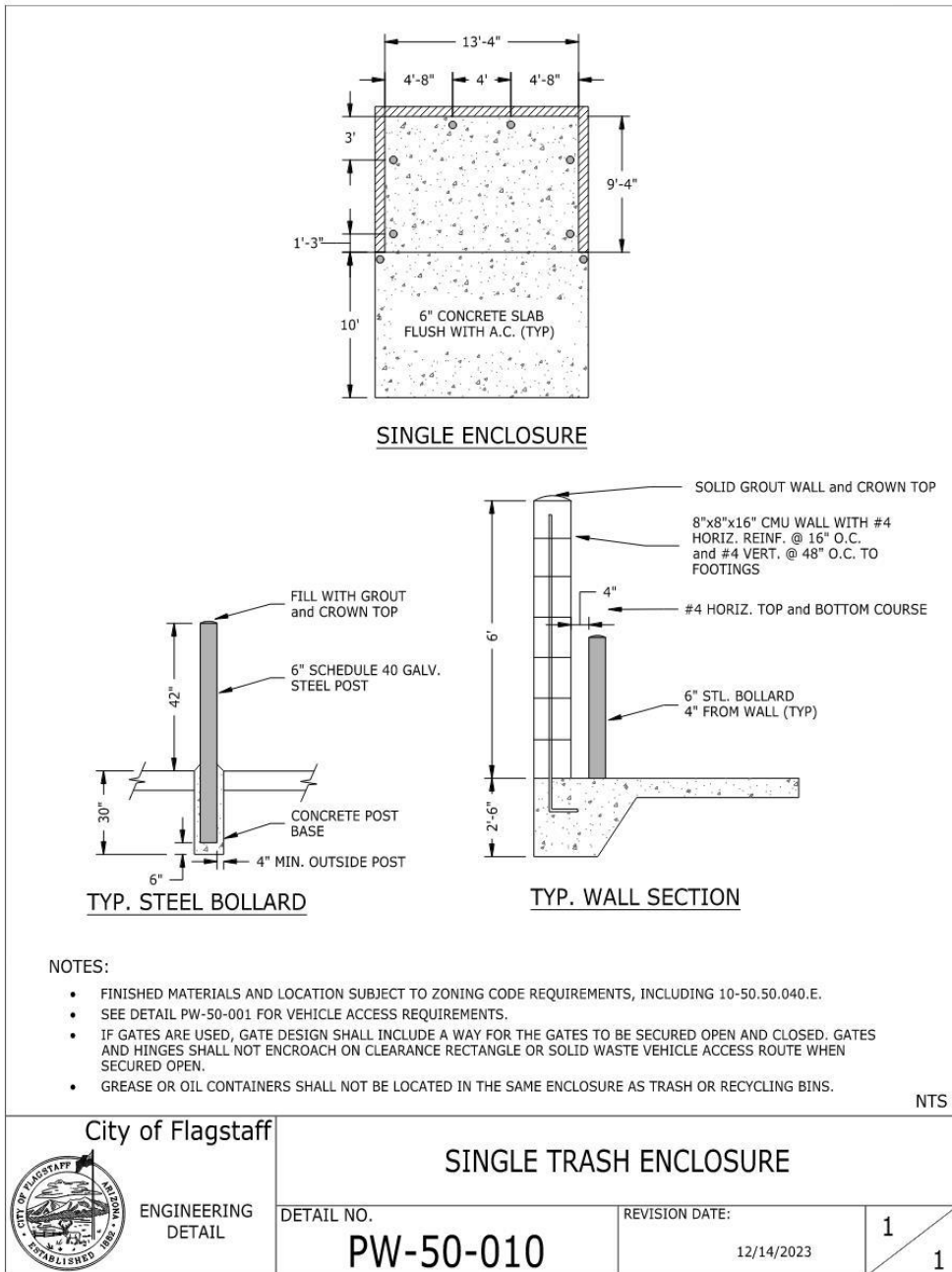
Section 80. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section PW-50-010: Single and Double Trash Enclosure, delete existing standard drawing PW-50-10 and replace with standard drawing PW-50-010 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

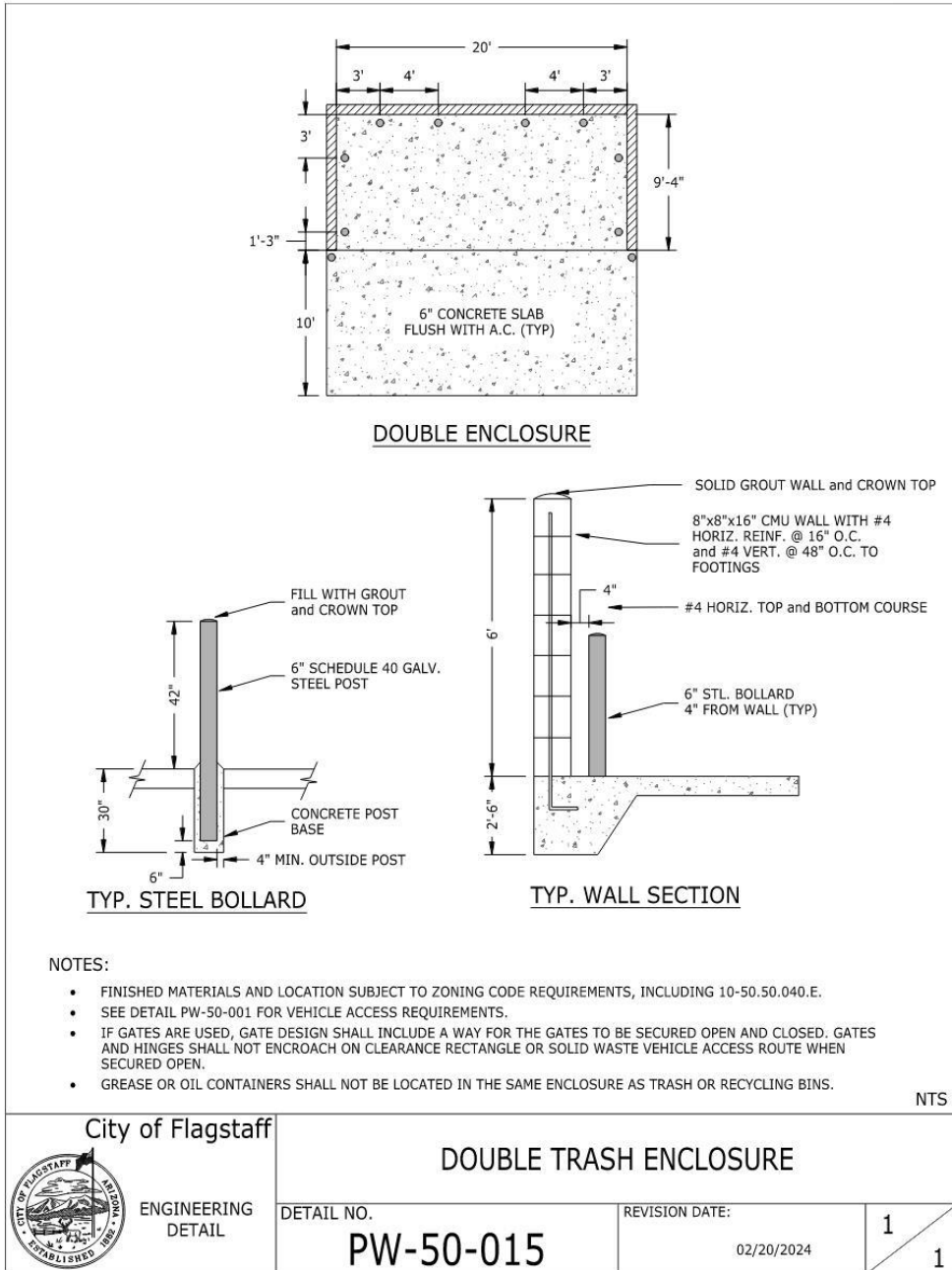


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

PW-50-015: Solid Waste Double Enclosure

Section 81. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section PW-50-015: Solid Waste Double Enclosure, to read as follows:



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ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2024 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, contains engineering design standards and specifications setting forth minimum acceptable design and construction practices, and these standards and specifications are routinely revised to reflect new and best practices, changes to related existing and/or new codes, as well as legal considerations and input from the community; and

WHEREAS, the Engineering and Capital Improvements Division, in cooperation with staff members from other divisions, developed amendments to Title 13, and presented the proposed amendments in a press release, online at the City of Flagstaff Engineering web page, in two public open houses, to the Chamber of Commerce and made presentations to the Traffic Commission, Bicycle Advisory Committee, Pedestrian Advisory Committee, Commission on Inclusive and Adaptive Living and City Council; and

WHEREAS, the Engineering and Capital Improvements Division considered the comments received from internal and external stakeholders and incorporated them into the proposed amendments to Title 13 of the Flagstaff City Code; and

WHEREAS, the Engineering Section has recommended that the City Council adopt the proposed amendments to Title 13 of Flagstaff City Code; and

WHEREAS, the City Council has considered public comment and discussed suggested changes to the proposed revisions to Title 13; and

WHEREAS, the Mayor and Council have previously declared the proposed “*2024 Amendments to Flagstaff City Code, Title 13, Engineering Design and Construction Standards and Specifications for New Infrastructure*” to be a public record by Resolution 2024-15, three copies of which are on file in the City Clerk’s Office.

ENACTMENTS:

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

SECTION 1. That certain document known as “*2024 Amendments to Flagstaff City Code, Title 13, Engineering Design and Construction Standards and Specifications for New Infrastructure,*”

one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2021-15 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

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

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Title 13 2024 Amendments

Engineering Design Standards and
Specifications for New Infrastructure



Changes to Proposed Amendments Since Previous Council Work Session

- The proposed amendments were discussed at the February 27, 2024 City Council Work Session.
- Staff incorporated changes to the proposed amendments in response to that Work Session.
- Three additional technical/clerical changes were incorporated





Previous Council Discussion

- Amendments to the existing standards expanding the allowable locations of roll curb were removed from the proposed amendments.
- Roll curb will continue to be permitted in:
 - Townhome developments with lot widths less than 40 feet
 - Residential cul-de-sacs to meet ADA sidewalk requirements.
- Clarifying language was added to the allowable height of traffic signals in accordance with MUTCD



Additional Changes

- A technical change to large diameter water valve specification was added to 13-09-006-0001.B.
- Staff updated a reference to a FUTS trail detail in subsection 13-09-001-0008.H.
- Changed a callout on detail 10-10-035 from "SIDEWALK/FUTS" to "PATH/SIDEWALK".

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stephanie Santana, Transportation Engineer Sr. Lead
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-12: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 2, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-12 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-12 by title only (if approved above)

At the April 16, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-12 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-12 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-12

Executive Summary:

During the May 23, 2023 Special Meeting/Work Session, Council tasked Transportation Engineering Staff with conducting a speed limit study along Butler Avenue, between Milton Road and Sawmill Road, to determine the appropriate speed limit.

During the February 27, 2024 Work Session, Staff presented the findings of the Butler Avenue Speed Zone Evaluation to Council. To summarize, the results of the study had shown that the existing posted speed limits are appropriate because the posted speed limit matches the design speed, which also matches the operating speeds. Council, using their authority, directed Staff to lower the posted speed limits on Butler Avenue as follows:

- Milton Road to Lone Tree Road from existing 35 mph to 30 mph
- Lone Tree Road to Sawmill Road from existing 40 mph to 30 mph
- Sawmill Road to Ponderosa Parkway from existing 40 mph to 35 mph

The process for changing these speed limits includes adopting an Ordinance to change the Flagstaff City Code Section 9-01-001-0002 Specific Speed Limits. This section contains specific locations where the posted speed limit is set forth by means other than following Arizona Revised Statutes.

Financial Impact:

There are approximately ten (10) posted speed limit signs along Butler Avenue from Milton Road to Ponderosa Parkway. Assuming all sign posts and foundations are in good condition, it will cost approximately \$2,300 to remove the existing signs and install new signs, including material and labor. The City's Transportation Section will submit a Work Order to the Streets Section in the Public Works Division to replace the speed limit signs.

Policy Impact:

Adopting this Ordinance will amend the Flagstaff City Code Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits, to add specific posted speed limits along Butler Avenue between Milton Road and Ponderosa Parkway.

Previous Council Decision or Community Discussion:

The results of the Butler Avenue Speed Zone Evaluation study were presented to the Transportation Commission, the Bicycle Advisory Committee, and the Pedestrian Advisory Committee. The recordings from these three (3) commissions/committees can be viewed on their respective City of Flagstaff websites.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendments to the City Code.

Connection to PBB Priorities and Objectives:

- Provide, manage, and maintain effective infrastructure for multimodal and active transportation.

Connection to Regional Plan:

- Policy T.1.3. Transportation systems are consistent with the place type and needs of people.
- Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.
- Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including the young, elderly, mobility impaired, pedestrians, and bicyclists.

Connection to Carbon Neutrality Plan:

- DD-2 Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- DD 3 Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Connection to 10-Year Housing Plan:

- None

Attachments: Ord. 2024-12
 Presentation Butler Ave Speed Limit Changes

ORDINANCE NO. 2024-12

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
AMENDING THE FLAGSTAFF CITY CODE, TITLE 9 TRAFFIC, CHAPTER 9-01
TRAFFIC CODE, SECTION 9-01-001-0002 SPECIFIC SPEED LIMITS;
PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES,
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

RECITALS:

WHEREAS, the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits, contains specific locations where the posted speed limit is set forth by means other than the process outlined in Arizona Revised Statutes; and

WHEREAS, the Transportation Engineering Section performed a Speed Limit Evaluation study along Butler Avenue from Milton Road to Sawmill Road; and

WHEREAS, the City Council has reviewed the Speed Limit Evaluation study, considered public comment, and directed Staff to lower the posted speed limits along Butler Avenue from Milton Road to Ponderosa Parkway for increased bicycle and pedestrian safety.

ENACTMENTS:

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

SECTION 1. The Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits is hereby amended as follows:

The speed limits of the City shall be as set forth under section 28.701 of the Arizona Revised Statutes, with the following exceptions:

A. No person shall drive a motor vehicle in excess of fifteen (15) miles per hour on the following streets:

1. Bonito Street between Elm Avenue and Thorpe Road;
2. Kendrick Street between Elm Avenue and Hunt Avenue;
3. Izabel Street between Felice Avenue and Cedar Avenue.

B. NO PERSON SHALL DRIVE A MOTOR VEHICLE IN EXCESS OF THIRTY (30) MILES PER HOUR ON THE FOLLOWING STREET:

- 1. BUTLER AVENUE BETWEEN MILTON ROAD AND SAWMILL ROAD.**

C. NO PERSON SHALL DRIVE A MOTOR VEHICLE IN EXCESS OF THIRTY-FIVE (35) MILES PER HOUR ON THE FOLLOWING STREET:

1. BUTLER AVENUE BETWEEN SAWMILL ROAD AND PONDEROSA PARKWAY.

~~D-B~~Based on an engineering and traffic investigation, the City Council retains the authority to determine a reasonable and safe maximum speed limit at other locations.

SECTION 2. Penalties

Penalties for violating the above speed limits are set forth in Arizona Revised Statutes Title 28, as amended and Flagstaff City Code Title 9, Traffic Code, as amended, including Traffic Code Section 9-01-001-0001(E) which states “[u]nless otherwise specified, any person found responsible for a civil traffic violation shall be penalized by a civil sanction not to exceed two hundred fifty dollars (\$250.00), excluding surcharges and assessment.” Criminal penalties for violating the above speed limits are up to 30 days jail and 500.00 fine under Arizona Revised Statutes Section 28-701.02, and additional general penalties for criminal misdemeanors are outlined in Arizona Revised Statutes Title 13, Sections 13-802 and 13-707.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

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

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

HOTEL
MONTE VISIT

FLAGSTAFF
ARIZONA
EST. 1882



LAB
OTHERS
RANCHERS,
MERCHANTS
IAN TRADERS
FLAGSTAFF
ARIZONA

Butler Avenue Speed Limits

Ordinance 1st Read

MOUNTAIN
SPORTS
LOCAL LIFE. STYLE.



April 2, 2024



Summary

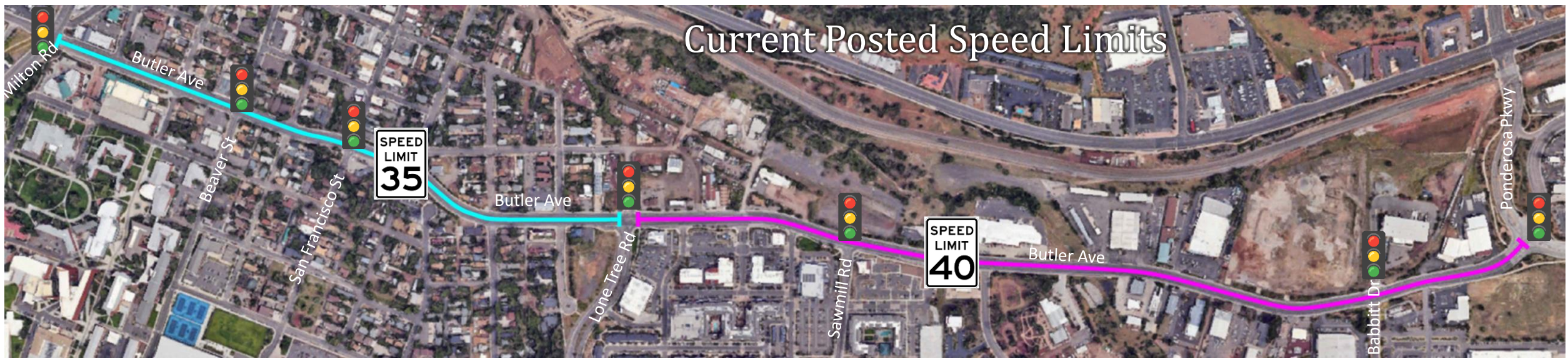


Council Work Session February 27, 2024

- Staff presented findings from Butler Avenue Speed Zone Evaluation
- Council directed Staff to lower the posted speed limits as follows:
 - Milton Road to Lone Tree Road from existing 35 mph to 30 mph
 - Lone Tree Road to Sawmill Road from existing 40 mph to 30 mph
 - Sawmill Road to Ponderosa Parkway from existing 40 mph to 35 mph



Current vs Proposed Posted Speed Limits





Ordinance

An Ordinance was written to amend the Flagstaff City Code as follows:

9-01-001-0002 SPECIFIC SPEED LIMITS

The speed limits of the City shall be as set forth under section 28.701 of the Arizona Revised Statutes, with the following exceptions:

A. No person shall drive a motor vehicle in excess of fifteen (15) miles per hour on the following streets:

1. Bonito Street between Elm Avenue and Thorpe Road;
2. Kendrick Street between Elm Avenue and Hunt Avenue;
3. Izabel Street between Felice Avenue and Cedar Avenue.

B. No person shall drive a motor vehicle in excess of thirty (30) miles per hour on the following street:

1. Butler Avenue between Milton Road and Sawmill Road.

C. No person shall drive a motor vehicle in excess of thirty-five (35) miles per hour on the following street:

1. Butler Avenue between Sawmill Road and Ponderosa Parkway.

~~DB.~~ Based on an engineering and traffic investigation, the City Council retains the authority to determine a reasonable and safe maximum speed limit at other locations.' (1978 Code; Ord. 962, 11-18-75)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Erin Young, Water Resources Manager
Co-Submitter: Shannon Jones
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TITLE

Follow up discussion from the March 25, 2024 City Council - Water Commission Joint Meeting

STAFF RECOMMENDED ACTION:

Staff is requesting City Council direction on two topics:

- Move forward with Water Rate Option 3 as presented on March 25, or Option 3 Revised
- Move forward with the staff-recommended option to maintain the current reclaimed water rate policy and revisit the broader plan for reclaimed water management strategies and pricing objectives outside the rate study process

Executive Summary:

At the request of City Council, Stantec revised Water Rate Option 3 from the March 25, 2024 presentation. The "ratios" between Single-Family Customer Class tiers were adjusted slightly to place more of the cost-of-service due to peaking factors on Tier 3. Adjusting the ratio of cost-of-service on Tier 3 back to 2.00 increased the volume rate for Tier 3 by about \$1.00/1,000 gallons and reduced Tier 1 by about \$0.10/1,000 gallons. This adjustment still incentivizes indoor and outdoor water conservation in the single-family customer class. The adjustment also supports City Council's objective of increasing the intra-class proportionality of essential water use for our 3, 4, and 5-person households.

Council also requested at the March 25, 2024 meeting to have a larger discussion of Flagstaff's reclaimed water rate policy. Staff provided several attachments to this agenda demonstrating the complexity with pricing and "best-use" approaches industry-wide, within Arizona, and among our citizens. Staff are recommending City Council maintain reclaimed water rates at the current policy (a percentage of potable) and host a broader discussion on reclaimed water with the Water Commission and Council outside the rate study.

Information:

See attachments.

Attachments: [Water Reuse Cost Allocations and Pricing Survey](#)
[Flagstaff Reclaimed Water Pricing Policy and Economic Value of Water Memo](#)
[Flagstaff Reclaimed Water Study](#)
[Presentation](#)

Water Reuse Cost Allocations and Pricing Survey

TEC Project



**American Water Works
Association**

Dedicated to the World's Most Important Resource®

Water Reuse Cost Allocations and Pricing Survey
May 2019
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The American Water Works Association is the largest nonprofit, scientific and educational association dedicated to managing and treating water, the world's most important resource. With approximately 51,000 members, AWWA provides solutions to improve public health, protect the environment, strengthen the economy and enhance our quality of life.

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Water Reuse Cost Allocations and Pricing Survey

from American Water
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1. Background And Purpose

AWWA's policy statement on reclaimed water for public water supply purposes (updated June 2018) acknowledges the need for reliable and sustainable water supply resources and recognizes *"the value of high quality reclaimed wastewater—properly treated to appropriate standards—as a sustainable supplement to a region's water supply portfolio."* Reuse or reclaimed water (reuse is the naming convention selected for this project) is water that has been used for municipal or industrial purposes, captured, and treated for additional use. Reuse water has become an important source of water supply for many water utilities in many parts of the United States, including providing water supply for irrigation and industrial purposes; meeting the needs of cooling towers, flushing toilets, dust control, and fire protection; supplementing environmental conditions; as well as direct and indirect potable uses.

As reuse water is a relatively new source of supply, the water industry has not yet standardized on a single pricing approach. Furthermore, the measurement and allocation of costs of reuse water production is naturally complex, reflecting elements of both water and wastewater functions and requiring decisions regarding the correct treatment of shared costs. AWWA has for many years supported well-considered cost-based pricing through its policy statement on financing, accounting, and rates (updated June, 2015) which includes the recommendation that *"Rates should be designed to distribute the cost of service equitably among each type and class of service."* This policy statement supports the establishment of cost of service (COS) pricing practices, which serve in some ways as a benchmark for pricing in the water industry.

AWWA's M1, *Principles of Water Rates, Fees, and Charges*, provides the best articulation of cost-based pricing principles for the water industry and has become the water industry's most cited reference regarding cost allocations. The current seventh edition includes a new section on water reuse rates (Chapter V.1), which seeks to establish parameters and processes to guide utility managers in addressing cost allocations and pricing for reuse systems.

The challenge is significant because of the wide diversity of supply and technical situations facing utilities with reuse water, and because of the inherently multi-faceted nature of the expenditures and activities involved. Additionally, fundamental questions of purpose and policy are directly applicable to these questions, and sometimes must be addressed for the first time in a utility's history.

Stantec was engaged by AWWA to develop a survey, conduct interviews, and prepare this report to examine and report on patterns in the cost allocation and pricing for reuse water service in the United States. The objective is to illustrate practices and to draw out lessons and opportunities, as available, based on the practices of water utilities across the country. Individual utility efforts at cost allocation and pricing are varied and mostly disconnected. The purpose of this engagement was to capture a sample of approaches in the water industry and to synthesize the results to discern any visible trends and identify any transferrable lessons that can be shared across utilities. The provision of reuse water for a growing diversity of uses is expected to increase over time in response to increasing demands. Utility leaders may appropriately seek guidance in managing increased investment requirements and developing their own approach to calculating and documenting rate schedules.

Early in the history of pricing for potable water services, the approaches available to utility managers were limited by a lack of data and by institutional, social, and political limitations on pricing. It is now early in the history of pricing for reuse water, and the available approaches are bounded by the same mix of constraints. Yet the history of pricing for potable water services provides a map that could be encouraging to those addressing reuse pricing today. While data, institutional, social, and political limitations persist, and while key questions of policy and even philosophy must be addressed and are not easily resolved, utilities can and are managing cost allocations and pricing for reuse water effectively in many different ways.

The diversity of current approaches may offer a wide and useful perspective, and the lack of standardization may offer a needed breath of insight. It is the intent of this brief summary of survey results to support utility managers in their efforts to make sound and implementable decisions to enhance the strength of their utilities and the communities they serve.

This project was sponsored by AWWA’s Technical and Educational Council (TEC), the water sector’s technical voice providing knowledge, research, and solutions to effectively manage water through policy statements, publications, conferences, workshops, webinars, online courses, and research. Subject matter experts from around the world contribute to the technical leadership of AWWA through the work of eight Divisions responsible for advancing AWWA activities in engineering, operation and management, water quality, small systems, water sustainability, water resource management, and management of water utilities. The Management and Leadership Division (M&LD) is focused on the dissemination of knowledge to improve water utility management and leadership practices, and one of its component units, the Rates and Charges Committee, were the creators and involved supporters of this project; their help and sponsorship is gratefully acknowledged.



2. Utilities, Interviews, and the Questions

Utilities were selected to reflect a diversity of situations regarding water reuse systems including utilities:


- From different parts of the country;
- Of different sizes, serving different sized communities;
- With different drivers for investing in reuse systems;
- With different levels of maturity in their reuse programs; and
- With a variety of perspectives on cost recovery and pricing.

The participating utilities are:

- Albuquerque Bernalillo Water Utility Authority, New Mexico
- Aurora Water, Colorado
- Denver Water, Colorado
- Fort Worth, Texas
- Fulton County, Georgia
- JEA, Florida
- King County, Washington
- Long Beach, California
- Loudoun Water, Virginia
- Miami-Dade County Water & Sewer Department, Florida
- Moulton Niguel Water District, California
- Naples, Florida
- Orange Water and Sewer Authority, North Carolina
- Peoria, Arizona
- Plum Creek Water Reclamation Authority, Colorado
- San Antonio, Texas
- San Diego, California
- St. Petersburg, Florida
- Toho Water Authority, Florida

The project was initiated with a series of interviews so that we could get to the heart of the key factors driving each utility's approach to cost allocations and pricing. Extensive survey forms can more efficiently capture large quantities of standardized data, but a conversation is often necessary to develop an understanding of why an organization adopted the practices it is using.

The questions included framing questions on the nature of the system, as well as questions to provide context on the drivers behind creation of each participant's reuse system. The driving forces behind creation of a reuse system establish the foundation for all pricing decisions. We don't always think of the creation of a system in rate and cost allocation discussions, because water and wastewater utilities are so pervasive and fundamental to the modern world. But utilities are created in response to a need, and that need tends to define the organizational, physical, and financial solutions that will



be employed. A reuse system can be created in response to regulatory requirements, the peak irrigation needs of a prosperous residential area, or as a tool to meet fundamental water supply needs. The pricing environment could be markedly different between cases such as these.

The interviews were structured to build the conversation toward an ultimate focus on the cost allocation and pricing decisions underpinning the existing rate structure. As possible, we encouraged interviewees to describe the extent of the system, the size of the system relative to other water utility functions, and the relationships between reuse classes and other customer classes, among other topics, to provide background and perspective.

The questions were divided into three sections:

- Section 1: Reuse Water Utility Characterization
- Section 2: Key Reuse and Reuse Rate Drivers
- Section 3: Detailed Reuse Water Rate Structure Characterization

The first section was the most concrete but was primarily structured to support the other two sections – information about each system’s size, location, and customer classes is primarily seen as providing context for the fundamental questions in later sections.

Section two addressed drivers for creation of the utility’s reuse system and reuse rate structure, as well as additional information on the way the reuse system interacts with and affects water and wastewater utility functions. This included a question on the pricing discussions each utility may have had, and whether or not factors such as establishing a market, achieving “full cost recovery,” or pricing to reflect the costs of alternative water supply were considered. It also included a chance for respondents to address public perceptions regarding reuse water quality, pricing, and other costs of using this source of water.

The third section focused on the structure of reuse rates. Rate structures are the ultimate embodiment of all of a utility’s cost causation and allocation analyses, as well as its service and management policies and practices. It is through the rate structure that utilities communicate the scarcity or abundance of water resources and the implications of different types of consumption behavior. A well-developed rate schedule prevents users from having to understand water supply constraints, drought exigencies, or the cost burdens of serving customers with high peaking ratios. Instead, customers can react to a price signal that distills all of this information and make sound consumption decisions accordingly. Estimating consumers’ price responsiveness, (the “own-price elasticity” of the demand for water), is challenging and imprecise, but widely recognized (see AWWA M1, chapter V.7, and *Principles of Public Utility Rates*, Bonbright et.al, 1988). This section allowed the survey to capture any information offered regarding pricing to different customer classes, differences by season or zone, and other fees and charges related to reuse. This final section concluded with explicit questions regarding the basis for reuse rates, the constraints in implementing reuse rates, and the adequacy of reuse rates.

3. Survey Questions

Section 1: Reuse Water Utility Characterization

- 1.01 Name and title of utility professional being interviewed
- 1.02 Name and address of agency
- 1.03 Location served
- 1.04 Organization and superior or subordinate units
- 1.05 Please describe the utility services that your agency provides
- 1.06 What is the nature of your reuse service?
- 1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area?
- 1.08 Generally describe the end users of your reuse water—large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.
- 1.09 Please describe the customer classes served by your reuse water utility
- 1.10 Please provide data on the count of your customers by class
- 1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class
- 1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area
- 1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?
- 1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?
- 1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?
- 1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?
- 1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.
- 1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?
- 1.19 Are customers required to connect to your reuse facilities when service is available?

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06 Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07 At a high level, how would you describe your current reuse pricing approach?
- 2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
- Establishing a market—getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
- Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Section 3: Detailed Reuse Water Rate Structure Characterization

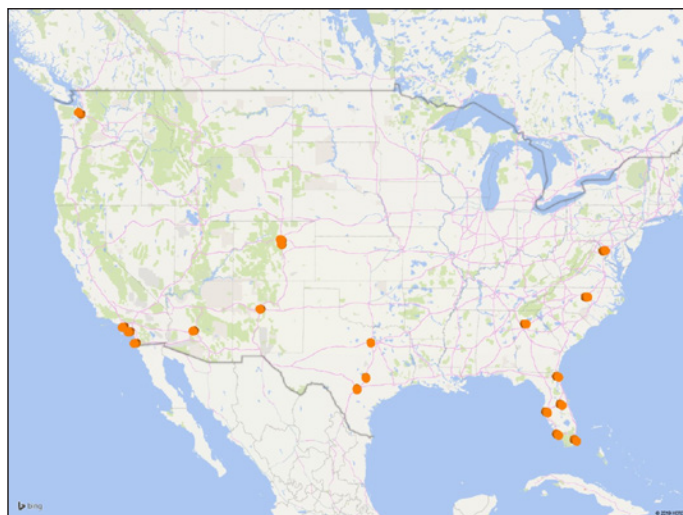
- 3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?
- 3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?
- 3.03 Is reuse water consumption metered?
- 3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?
- 3.05 Does your rate structure have a take or pay provision for any customers?
- 3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?
- 3.07 Do you currently use seasonal rates?
- 3.08 Do you currently have different rates for customers in different locations or zones?
- 3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?
- 3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.
- 3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?
- 3.12 How did you allocate costs between water/sewer/and reuse water services?
- 3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?
- 3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you “just know”, or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?

4. Selected Survey Results

Interviews were conducted with 19 utilities during the winter of 2018/2019. The figure below identifies the location of each. The utilities are reflective of the areas in the US with the most investment in water reuse infrastructure, principally Florida, California, and the Southwest.

The mix of utilities is deliberately diverse, and the extent of variation in some key characteristics is striking:

- Organization:
 - Cities, counties, authorities
- Age of the reuse utility:
 - One formed as early as 1968
 - One in the process of creation
- Customers:
 - Retail and wholesale
- Primary uses:
 - Irrigation—institutional, commercial, and residential
 - Industrial, institutional, and data center cooling
 - Environmental restoration
 - Salt water intrusion
- Extent of service
 - As much as the vast majority of all irrigation needs in the community
 - As small as a handful of customers in a small part of the overall service area
- Annual revenue generation:
 - As much as \$7 million, as low as \$250,000
- Original and ongoing funding for infrastructure
 - Existing fund balances from other utility operations
 - Contributions from a single major customer
 - Reuse rates and impact fees
- Basis for cost allocations
 - Cost of service principles
 - Known incremental investment
 - Identification of incremental operating costs
- Basis for rate structure
 - Cost of service principles
 - Linkage to potable water rates
 - Honoring early contracts
 - Pricing to maintain or grow the market for reuse water
 - Pricing to reflect the true costs of production of potable and reuse water in total



The most fundamental characteristic of reuse systems is the purpose to which reuse water is being applied. Irrigation is the dominant use for most utilities, with a full compliment of irrigation types including:

- Institutional green spaces (parks, highway medians, etc.)
- Institutional locations (schools, universities, etc.)
- Golf courses, private and public
- Home owners' associations
- Retail residential irrigation
- Wholesale sales to other entities for irrigation needs

Table 1 summarizes the primary uses identified by each utility.

Table 1: Primary Uses of Reuse Water

Utility	Primary Uses
Albuquerque Bernalillo Water Utility Authority	Landscaping, industrial (cooling)
Aurora Water	Irrigation only, investigating industrial customer use opportunities
Denver Water	85% for irrigation, cooling at one museum
Fort Worth	Irrigation (golf course), cooling tower (airport)
Fulton County	Irrigation at golf courses and city parks
JEA	Residential and commercial irrigation
King County	Irrigation primarily, as well as environmental (restoration of habitat)
Long Beach	Irrigation, industrial, and seawater barrier injection
Loudoun Water	Data centers (99%), commercial irrigation
Miami-Dade County Water & Sewer Department	Process water at wastewater treatment facilities, part of ocean outfall reversal requirements
Moulton Niguel Water District	Irrigation
Naples	Irrigation, fire protection
Orange Water and Sewer Authority	Cooling (University of North Carolina), and irrigation at a major church facility on route
Peoria	Irrigation
Plum Creek Water Reclamation Authority	Golf course irrigation
San Antonio	Irrigation, cooling towers, industrial uses, and environmental flows
San Diego	Residential and commercial irrigation, cooling towers, dust control
St. Petersburg	Irrigation
Toho Water Authority	Irrigation, fire protection, cooling at power plant

Figure 1 illustrates the most frequently mentioned primary uses reported by participants. Irrigation is the dominant use, but there is significant diversity within that category. Irrigation by small retail customers through an extensive reuse distribution system is very different from focused irrigation at large facilities such as parks and golf courses. Diversity within each of the identified additional uses for reuse water is extensive as well, and all of this diversity is relevant

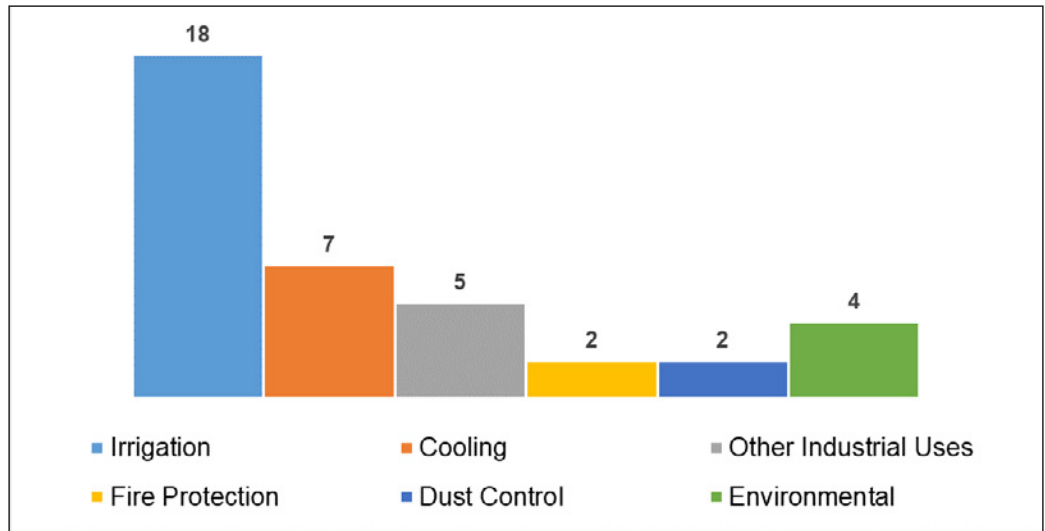


Figure 1: Primary Reuse Water Functions for Participating Utilities

to system management and pricing practices. Utilities provide service to customers with specific needs, and these needs represent widely differing economic drivers behind varied reuse demands. As examples, cooling uses differ rather significantly from irrigation uses, and institutional cooling needs may differ significantly from cooling needs for data centers. The application of reuse water to environmental restoration and management initiatives may require different economic evaluations than fire protection, uses required by regulation, or dust control. Because each utility may be facing a unique mix of uses and drivers, it may be that the water industry is encountering something new in our attempts to systematize cost allocation and pricing practices for reuse water.

The drivers for creation of reuse utilities may be more simply summarized than use characteristics. In most cases, initial investment in reuse treatment and transmission assets was driven by:

- a direct utility focus on water supplies,
- a utility’s challenges related to effluent disposal requirements or objectives, or
- regulatory drivers related to water supply, irrigation with potable water, or effluent disposal.

The specifics are varied, but augmentation of water supply, whether driven by utility or regulatory interests, or a focus on effluent discharge conditions and nutrient limits (largely driven by regulatory processes), are behind the establishment of most programs. The current characterization of a program may focus primarily on irrigation uses or on higher level objectives such as sustainability or water stewardship, but at least one of these fundamental drivers appears to be present in every case.

The identification of key common drivers for utility establishment does not imply uniformity or simplicity of approaches to cost allocation and pricing. Utilities similarly driven by critical needs to augment water supplies are not likely to face identical organizational structures, cost profiles, investment requirements, or cost of service or rate study practices, let alone the same customer needs and demand profiles.

Table 2 summarizes the pricing information we received from each utility regarding their high-level pricing objectives and practices.

Table 2: Utility Pricing

Utility	General Pricing Practices
Albuquerque Bernalillo Water Utility Authority	Reuse study completed in 1999. Cost of service is based on potable water, reuse rates are set at 80% of potable rates. Intends to fully recover capital costs.
Aurora Water	Customers requested rate relief. Cost of service based rates, but subsidized by water rates.
Denver Water	Subsidized by potable water. Internal discussions to understand what the subsidy is, but step up from giving it away free. Charging more would turn customers away.
Fort Worth	Reuse is budgeted as a stand-alone function, but market constraints prevent setting reuse rates higher than potable rates; the wastewater budget bears any cost burden above the level of reuse revenues
Fulton County	Transitioning to cost-based pricing; system and customers inherited from private operator, a gradual process to refine pricing to reflect incremental production costs is almost complete.
JEA	JEA approaches pricing from a policy perspective first and focuses on the goals and objectives of all key policies. Cost of service principles, conservation imperatives, and maintaining good stewardship over water resources are primary drivers. One water = rates are equal to potable water rates.
King County	Combination of cost of service-based rates and market pricing. Rates are benchmarked off the regional wholesale potable water rates, and set as a percentage of that. Rates vary across customers (each is set an individual rate depending on unique customer situation).
Long Beach	Cost of service.
Loudoun Water	Cost of service, recover incremental cost of service of reuse. Revenues collected cover reclaimed water operations and maintenance costs. Capital cost recovery for system infrastructure is funded by dedicating availability charges associated with each ERC added to the system. The rates are likely under-recovering the true full cost of providing the service because they are based on the incremental costs.
Miami-Dade County Water & Sewer Department	Not started, no pricing yet.
Moulton Niguel Water District	Cost of service designed on marginal cost, water budget based rates for the recycled customers. Rates set at about 70% of potable water rates.
Naples	Cost of service study, however pricing was set based on combination of what the market could bear and cost of service results. Not full cost of service, some subsidy from water/sewer rates.
Orange Water and Sewer Authority	Only 2 customers served, system built to serve one, the other was on route. Cost of service was the basis for the rates, rates are adequate.
Peoria	Rates are set based on cost recovery of production and delivery, does not include distributing costs. Not full cost of service, some subsidy from water/sewer rates.
Plum Creek Water Reclamation Authority	Cost of service rates, focus on identifying specific costs for sewer and reuse, and allocate those to determine the rates.
San Antonio	Cost of service, half the cost of commercial potable water. There are two rates, an "exchange" rate and "non-exchange rate", the exchange rate is a customer who traded over permitted ground water which is in SAWS inventory. The "exchange rate" is much lower than the "non-exchange" rate.
San Diego	Cost of service.
St. Petersburg	Not metered, cost of service but each water/sewer subsidize 50% of cost shortfall.
Toho Water Authority	Cost of service, 91% cost recovery. Reflects a concerted effort to raise the reclaimed from 82% of allocated costs.

Figure 2 illustrates the frequency with which the participants mentioned the most common pricing considerations.

While at least 75% of the participants identified cost of service as one of the drivers of pricing practices for their reuse rates, of those, over half also commented that their rates do not meet the full cost of service recovery goals identified in their rate studies. We believe this

apparent incongruity reflects several factors, the first being unique to reuse, with the remainder being more similar to water and wastewater pricing considerations:

- Cost allocation practices for reuse systems are new within the industry;
- Reuse system assets, configurations, technologies, and operational considerations are tremendously varied;
- There is a diversity of understanding and application of cost of service principles generally;
- Once a reuse system is built and implemented, there is an opportunity for managers to refine and extend their understanding of cost drivers and their interactions, leading to gradual refinement of cost structures and pricing;
- State requirements or other policy drivers compelling cost of service pricing in name, while the economic realities of the demand for reuse water are not subject to legislative or policy direction;
- Recognition that the gradual process of building a utility leads to a gradual process to establish pricing patterns to reflect system costs; and
- Recognition that the fundamental advantages of cost-based pricing must be integrated with pricing practices oriented toward achieving other policy objectives.

The most noteworthy factors in this context may be the first two – managers should recognize that the process of determining proper cost allocation processes for reuse water is substantially less well developed and more variable than corresponding processes for water and wastewater services. Embracing cost of service processes is common, and positively contributes to effective management for most utilities, but we should not overstate the uniformity that this practice implies. Differing technical, water supply, wastewater effluent, organizational, demand, and community conditions have direct and relevant implications for cost allocations. The proper recognition of wastewater investment and operating costs is not the same for each utility; the degree to which avoided costs of incremental water supply should be recognized differs widely. All meaningful cost of service processes recognize the unique conditions facing a utility – cost of service considerations for reuse water appear to be an extreme case in which the particulars of local situations may often overwhelm the common elements.

An example of the difference between pricing and cost allocation for reuse systems as contrasted with those for potable water or wastewater systems is the importance of proximity to distribution or collection systems. Potable water distribution and

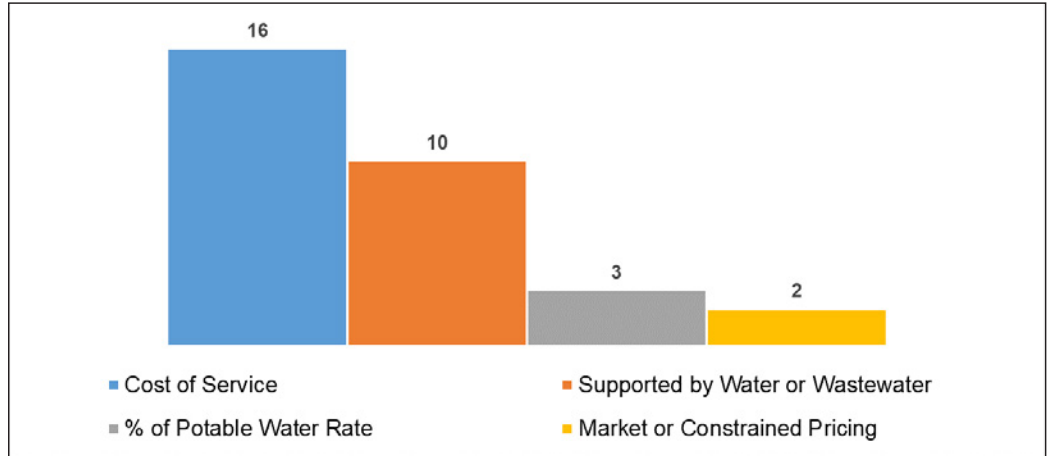


Figure 2: General Pricing Considerations for Participating Utilities

wastewater collection systems represent significant investments, and every utility has encountered the sometimes extremely challenging task of extending service to new service areas in a cost-effective way. Unit costs of service for lower density and more distant points of connection can be dramatically higher than for “in-town” or other nearby customers.

Yet proximity in existing systems is often deemed to be irrelevant in cost of service studies for existing utilities, so the fundamental cost drivers of distance and density are not typically used for potable water or wastewater cost allocations. From system management and policy perspectives, this approach is rational and broadly beneficial¹; while proximity may be the largest single factor in the determination of cost effectiveness for providing service to new customers, an existing customer base is often well served by a common average-day or peak-ratio based allocation of collection and distribution costs.


Entirely new utility systems, as is often the case for reuse, are very different and quite challenging in this regard. Distance insensitive pricing for reuse systems could easily lead to significant and unsustainable subsidization of remote users at the expense of those nearby. Yet a full cost allocation of distribution system costs to new reuse system customers frequently makes reuse water a noneconomic choice. This hurdle is significant as it may tend in some cases to keep utilities from achieving higher degrees of economies of scale, thereby having the potential to threaten the long-term viability of new reuse systems.

Additional observations:

- Many utilities reference a pricing constraint related to rates for potable water, which is perceived to establish an upper limit for pricing of reuse water. This very important and common constraint has significant implications for both pricing and management and may be at the heart of the visible conflict between cost-based pricing and market constrained pricing described above.
- Some utilities see full cost recovery for reuse water as an important objective, while others are focused more on expansion of their programs, covering specifically identified costs (such as operating costs), and overall revenue sufficiency. The difference in prioritization is significant, and over time could easily make the difference between expanding and static systems².
- JEA was the only utility surveyed where the reuse rates are set to be equal to potable water rates, as JEA subscribes to a “one water” concept with a focus on long term resource management. This practice would be consistent with the cost allocation pattern required to support implementation of direct potable reuse programs and may be of use to utilities considering this route.
- Most of the utilities meter reuse water usage, and employ either a combination of fixed and variable rates, or only a variable rate for their customers. However, the common pattern should not obscure the need of several utilities to accomplish their resource management or effluent disposal objectives by offering unmetered reuse water, by establishing take or pay requirements, or by establishing large volumes to be included in base charges or minimum bills.

¹ Differences in costs resulting from distance from key facilities are generally omitted from cost of service analyses to avoid following a path with the potential to create burdensome levels of differentiation within a rate schedule. The result is an approach that focuses on providing the same level of service within a service area, differentiated primarily by use patterns such as volumetric consumption and peak usage considerations.

² This is not intended to suggest that an expanding reuse system is necessarily superior to a static system over the long term. Many utilities embrace system expansion as a primary reuse system objective, but smaller systems serving more limited geographies can be sustainable. Utilities considering direct potable reuse over the long term may be especially well suited to this approach – duplicative distribution systems would seem to offer very little benefit in such cases.

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- At least half of the utilities identified that their current water and/or sewer rates subsidize their reuse rates. In many additional cases, it is likely also true that cost allocation processes may have been focused to help create alignment between likely potential revenue generation and the costs assigned to reuse water.
 - Some of the utilities focus on retail services and others are more focused on wholesale or other bulk usage customers.
 - Some have adopted a single rate schedule for all reuse usage, some have adopted customer class-based rates, and others have developed unique rates for each customer depending on their location within the system or usage profile, generally codified through service contracts.

Utilities face such different circumstances in the production and distribution of reuse water, thus it is not surprising that their ability to recover the costs of service also varies widely. Unlike the longer-standing utility functions providing potable water and wastewater services, reuse water is a relatively new service in many areas, and especially in these cases, cost recovery is mixed. It should also be acknowledged that the question of revenue adequacy is a function of a utility's perceptions regarding the costs of reuse water production and distribution – a utility with an objective of recovering a fully allocated, fully burdened revenue requirement for reuse water might report a very different result than that from a utility seeking to recover costs developed with more of an incremental approach.

All of the utilities surveyed except one indicated that they had received positive public comments, with the public generally seeing provision of reuse water as a benefit to the community and environment or just as a positive because it provides an additional source of water.

5. Lessons Learned


With the hindsight only possible at the end of a project, the value of this investigation will derive more from sharing the reasonable real-world strategies being employed than in creating or contributing to a step-by-step guide for reuse cost allocation and pricing. In fact, our primary conclusion runs counter to the very idea of a “one size fits all” approach. Specifically, we conclude that a fully informed approach to reuse pricing must focus on utility-specific policies and objectives, not on specific allocation processes, and be fully responsive to the unique conditions facing each reuse utility. It is not that cost of service principles do not apply, or that revenue adequacy, financial stability, or any other fundamental principle of utility management is irrelevant, it is rather that successful reuse programs are especially sensitive to local conditions, and that these conditions require the use of very different cost allocation and pricing strategies from locale to locale. Forward-looking water utilities must manage their sources of water supply sustainably over the very long term. Pricing practices must reflect the paramount importance of this objective and contribute to the development of needed reuse water infrastructure and markets, not retard it.

A common thread and fundamental challenge is the necessity of acknowledging the constraint created by current pricing patterns for potable water. Practitioners applying standard cost allocation practices may often find themselves identifying reuse water costs substantially in excess of potable water rates, even in many cases where the focus is limited to incremental cost approaches. If cost-based pricing would lead to rates that no customer would choose to pay, a broader management and policy approach may be required.

The perception of reuse water as an “inferior product” is something that the water industry can address over time, especially as related to specifically identified uses. But such perceptions are real and are sure to persist for some time, so most systems see potable rates as an upper boundary that reuse rates cannot pierce or even approach in many cases. Given this reality, a preoccupation with traditional cost allocation and pricing strategies could be misplaced. Knowing the relevant pricing constraints, a more fruitful approach may be first to determine the most effective level and profile for effective system operations, then to develop pricing to support that goal. That is, as effective operators have always done, to set a goal and work toward achieving that goal consistently and over the long term.

For reuse water, the goal may be establishing and operating a system of a size and configuration that works for each utility, and establishing pricing practices consistent with that goal. For rate analysts, the key lesson may be to embrace the inherent complexity and individuality of reuse pricing situations, and to resist the urge to overly systematize and standardize. Embracing standardized systematic processes can be powerful in managing the large customer classes commonly found for potable water and wastewater systems, but would appear to have the potential to be unnecessarily restrictive in reuse pricing. Examples of potentially excessive approaches might be to insist on assigning a proportionate share of wastewater treatment costs to reuse volumes, or to overly rely on peak demand ratios, either of which might follow basic principles of cost causation but fail to recognize the long-term functionality, cost effectiveness, and equity in cost recovery attainable through establishment of a broadly based reuse water system.


None of this is to suggest that cost-based reuse pricing approaches do not offer substantial value where they are implementable, or that fully allocated costs wouldn't represent an appropriate basis for rate-setting for some reuse utilities. Utilities able to



conduct integrated cost of service analyses and implement rates and rate structures consistent with those results are generally to be applauded and often to be envied. The point is that traditional cost allocation approaches could have the potential to result in unachievable pricing targets in some cases, and that over the very long term, these targets might be too high from equity and resource allocation perspectives.

Successful reuse water systems are able to meet water supply management, wastewater discharge, environmental, or policy objectives in a cost-effective and financially sustainable manner. There is no optimal size or scope; widespread multi-jurisdictional retail irrigation distribution systems are appropriate in some cases, but small numbers of very local large users may constitute an appropriate size and configuration in others. The emerging stories of successful reuse water systems focus on the unique – the urgent drivers, the differing cost situations, the geographies, the demands, the needs, and the opportunities. Some of the unique management and pricing strategies and approaches being used include:

- Avoiding a primary focus on allocating significant portions of organizational and wastewater treatment costs to reuse water. Analysts' initial reactions to reuse cost allocations seem sometimes to start with parsing out overhead and wastewater treatment costs and then to add the fully burdened costs of incremental treatment, distribution, and management. Effective reuse pricing seems more often associated with less comprehensive cost recovery targets, often focusing on incremental treatment and distribution as the primary cost recovery targets, and allowing the more broadly based water and wastewater functions to carry portions of the costs of program development and to fully bear ongoing costs of management and administration.
- Similarly, classic water cost allocation approaches such as the Base-Extra capacity method also would seem to offer little benefit to most reuse systems. Irrigation, cooling, and other special demand profiles would tend to drive cost allocation results that might not be economically viable for consumers. The real-world question for managers is whether it would be better to price reuse water at some theoretically justified level and sell very little water, or whether a market-constrained reuse pricing strategy would allow the utility to achieve water resource management and other objectives, improving long-term viability and sustainability of the utility to the benefit of all customers. Each of the participating utilities has made the second choice to the benefit of the communities they serve.
- One very interesting strategy to provide additional pricing flexibility and to support effective management of water resources is being used by the San Antonio Water System (SAWS), which creates a lower rate for reuse water for customers who give up their groundwater withdrawal permits to SAWS. This action of "exchanging" water rights, allows them to contribute to the utility's ability to manage water resources in return for a reduced reuse water rate.
- Recognizing and accepting the importance of proximity to the treatment plant or existing distribution system in determining cost-effectiveness. Potentially significant users may be desirable in the abstract, but prudent management suggests a primary focus on economically viable service opportunities.
- Embracing a wider variety of potential uses than might at first seem possible. Recognizing the fundamental constraints of cost-effectiveness and proximity, utilities could seek to identify nearby nonirrigation uses with the potential to increase customer diversity and increase off-season volumetric sales.

- 
- Considering nonirrigation uses as a potentially primary target market for reuse water. Loudoun Water's focus on data centers and OWASA's focus on a university each have created beneficial long-standing relationships and stable demands for reuse water.
 - A willingness to focus on a few large users, unlike potable water and wastewater treatment services, can benefit the community from targeted availability of reuse water. Implementation of a reuse system with a handful of large users can make a material dent in the use of potable water for irrigation and other uses, potentially freeing up existing supplies for beneficial use. The cost allocation and pricing practices appropriate to management of a small number of very large customers with unique service characteristics is very different from practices necessary to support a large and relatively homogeneous customer base.
 - Use of relatively large minimum bill amounts, especially in regions where active consumption during the "off season" is important to optimize management of the reuse system.
 - Focusing on the very long term, where reuse water is fully integrated with current potable supplies as JEA is doing. The "one water" approach leads to cost allocations that will be consistent and sustainable if a utility were one day to implement indirect potable reuse or direct potable reuse. This may be the most compelling and forward-looking snapshot to emerge from the entire study – potentially paving the way toward a full integration of water supplies into a carefully managed, effectively priced, sustainable whole.

6. Appendix

The following pages contain the survey forms for the participating utilities. These forms attempt to capture key results and observations, and in addition to the experiences of our interviewers, they provided the primary basis upon which conclusions are drawn.

While every effort has been made to characterize our conversations accurately, these forms are not represented as official statements of any utility or utility employee, and only reflect our best understanding of each utility's situation at the time of our conversation.

The management and leadership of each utility is contributing to the strength of the water industry by participating in research and survey initiatives such as this. Their ongoing support is fundamental to the continued advancement of the water industry, and their support of this research effort is gratefully acknowledged.

Albuquerque Bernalillo Water Utility Authority, New Mexico

Aurora Water, Colorado

Denver Water, Colorado

Fort Worth, Texas

Fulton County, Georgia

JEA, Florida

King County, Washington

Long Beach, California

Loudoun Water, Virginia

Miami Dade, Florida

Moulton Niguel Water District, California

Naples, Florida

Orange Water and Sewer Authority, North Carolina

Peoria, Arizona

Plum Creek Water Reclamation Authority, Colorado

San Antonio, Texas

San Diego, California

St. Petersburg, Florida

Toho Water Authority, Florida

Albuquerque Bernalillo Water Utility Authority, NM

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	Stan Allred, CFO; Adrienne Candelaria, Customer Service Manager																																																								
1.02 Name and address of agency	Albuquerque Bernalillo County Water Utility Authority																																																								
1.03 Location served	City of Albuquerque and Bernalillo County																																																								
1.04 Organization and superior or subordinate units	Stand-alone authority, separate from the City																																																								
1.05 Please describe the utility services that your agency provides	Water, wastewater, reuse																																																								
1.06 What is the nature of your reuse service	Non-potable water																																																								
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	2007/2008 San Juan Drinking Water Project - historically aquifer pumping; purchasing surface water rights stored in reservoir; WTP; Rio Grande R transport - pulls water out (55MGD) - stopped need to pump from aquifer. PS off river - Northside Reuse - water pumped across northern part of service area (ABQ) to irrigate parks, landscaping. Ordinance states if customer is located within a certain distance of reuse system (60 ft), must connect.																																																								
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Southside Reuse - polishing water from WWTP on south - transport to south area of ABQ - irrigates southern area of parks, etc. Same rate, same ordinance language. Water 2120 - water conservation policy for next 100 yrs.; service area can increase by 90K and water supply will be sufficient without buying further water rights (ground & surface); includes reuse projects over next 100 yrs.; 4 acres on west side of ABQ for satellite WWTP; solids removal to south; polished water to west side of ABQ (currently cannot provide reuse water to parks on west side); developer with land - put in infrastructure at no net cost to Authority; much of infrastructure will be reuse (facilities, polished water, can also be used as drinking water).																																																								
1.09 Please describe the customer classes served by your reuse water utility	Residential, multi-family, commercial, institutional (parks, schools)																																																								
1.10 Please provide data on the count of your customers by class	Institutional (schools, parks) and industrial (cooling) primarily; some commercial (ABQ Journal- paper, lots of landscaping); not many residential right now but will be more in the future as developer will be required to have reuse infrastructure																																																								
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	<table border="1"> <thead> <tr> <th>Potable Water</th> <th>2018</th> <th>2017</th> <th>2016</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td>19,884,384</td> <td>19,655,834</td> <td>19,112,151</td> </tr> <tr> <td>Commercial</td> <td>5,832,891</td> <td>6,109,328</td> <td>6,152,077</td> </tr> <tr> <td>Industrial</td> <td>521,416</td> <td>288,688</td> <td>230,119</td> </tr> <tr> <td>Institutional</td> <td>5,334,950</td> <td>5,042,838</td> <td>4,768,525</td> </tr> <tr> <td>Multi family</td> <td>6,407,360</td> <td>6,260,206</td> <td>5,848,400</td> </tr> <tr> <td>Other</td> <td>264,016</td> <td>467,108</td> <td>413,399</td> </tr> <tr> <td>Total</td> <td>38,245,017</td> <td>37,824,002</td> <td>36,524,671</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Reuse Usage</th> <th>2018</th> <th>2017</th> <th>2016</th> </tr> </thead> <tbody> <tr> <td>Commercial</td> <td>260,214</td> <td>353,050</td> <td>327,032</td> </tr> <tr> <td>Institutional</td> <td>990,963</td> <td>956,898</td> <td>889,493</td> </tr> <tr> <td>Industrial</td> <td>-</td> <td>2,105</td> <td>-</td> </tr> <tr> <td>Other</td> <td>105</td> <td>324</td> <td>-</td> </tr> <tr> <td>Total</td> <td>1,251,282</td> <td>1,312,377</td> <td>1,216,525</td> </tr> </tbody> </table>	Potable Water	2018	2017	2016	Residential	19,884,384	19,655,834	19,112,151	Commercial	5,832,891	6,109,328	6,152,077	Industrial	521,416	288,688	230,119	Institutional	5,334,950	5,042,838	4,768,525	Multi family	6,407,360	6,260,206	5,848,400	Other	264,016	467,108	413,399	Total	38,245,017	37,824,002	36,524,671	Reuse Usage	2018	2017	2016	Commercial	260,214	353,050	327,032	Institutional	990,963	956,898	889,493	Industrial	-	2,105	-	Other	105	324	-	Total	1,251,282	1,312,377	1,216,525
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1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	Cooling processes at industries																																																								
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	See 1.08 - more residential in the next 40 yrs.; nothing expected in the next 10 yrs.																																																								
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	Only reg is ordinance requirement of proximity to reuse water line and connection requirement - irrigation only																																																								
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	See 1.07-1.08																																																								
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	Unknown																																																								
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	Miles of raw water pipe: 6. Miles of finished water pipe: 3,332. Potable water storage facilities (in MG): 245. Water treatment plants (in MGD): 96. Annual reclaimed water (in MG): 1,170 Raw Water Reservoirs: 1 Potable water storage tanks in the distribution system: 61 Clearwells: 2 Water treatment plants: 1																																																								
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	Authority built existing lines & facilities; in the future - developers build; Authority will own; developers turn over assets, Authority collects WRC & UECs, reimburses developer; if developer builds infrastructure costs into home, Authority does not need to reimburse; west side WWTP - Authority will likely build facilities and use UECs for payment (inside service area)																																																								
1.19 Are customers required to connect to your reuse facilities when service is available?	Customers that are currently using potable water for irrigation or other qualified industrial purposes as determined by the Water Authority and whose property is located within 200-feet of a non-potable water line are required to connect to the non-potable system within one year of service availability. Connection to non-potable system is a condition of service.																																																								

Albuquerque Bernalillo Water Utility Authority, NM

Section 2: Key Reuse and Reuse Rate Drivers

<p>2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?</p>	<p>Part of Water Resource Management Strategy, developed/realigned every 10 yrs.; now called Water 2120 (will be evaluated in 10 years)</p>
<p>2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?</p>	<p>Water side technically (water SCADA monitored), organizationally, and customer viewpoint; SJC project - separate rate in structure to generate revenue for reuse projects (currently part of water rate)</p>
<p>2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.</p>	<p>Customer education for last 20 years; embedded in culture; plan for source of potable water and Authority is educating customers now</p>
<p>2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?</p>	<p>SJC revenues initially; Water Resources Charge (currently water supply charge) plus UECs for water and wastewater; avoid burden on existing rate payers</p>
<p>2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?</p>	<p>Impacts irrigation use but not significantly; had an impact initially (reduced potable water needs - 155 gpcd initially, currently at 126 and dropping); goal 115 gpcd; partially due to reuse as well as conservation behavior; landscaping allowances; energy efficient homes (county and City ordinances)</p>
<p>2.06 Has the reuse utility impacted the revenue stability of your potable water utility?</p>	<p>N/A; last rate study adjusted revenue recovered from base rates to increase revenue stability (48% fixed charges, 52% commodity rates)</p>
<p>2.07 At a high level, how would you describe your current reuse pricing approach?</p>	<p>Pricing at 80% of potable water rates</p>
<p>2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:</p> <ul style="list-style-type: none"> • Establishing a market -- getting/retaining reuse customers • Keeping reuse investment from burdening other customers • Recovering the full capital and/or operating cost of reuse • Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure • Reflecting the benefits derived from the reuse program • Other (specify) _____ 	<p>Reuse rate study was completed in 1999</p> <p>Yes No No Yes No Comparison survey</p>
<p>2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:</p> <ul style="list-style-type: none"> • Overcoming retrofit costs borne by NPR customers • Overcoming perceptions of lesser quality for reuse water • Pressure to price reuse water below the price of potable water • Cost recovery: recovering the full capital and operating costs of providing reuse water • Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools • Other (specify) _____ 	<p>Water 2120 - how to pay for infrastructure</p> <p>All one water source Unsure Capital costs will be recovered</p>

Albuquerque Bernalillo Water Utility Authority, NM

Section 3: Detailed Reuse Water Rate Structure Characterization

- 3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?
- 3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?
- 3.03 Is reuse water consumption metered?
- 3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?
- 3.05 Does your rate structure have a take or pay provision for any customers?
- 3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?
- 3.07 Do you currently use seasonal rates?
- 3.08 Do you currently have different rates for customers in different locations or zones?
- 3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?
- 3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.
- 3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?
- 3.12 How did you allocate costs between water/sewer/and reuse water services?
- 3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?
- 3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?

No																
Base fixed monthly charges by meter size																
Yes																
Yes, uniform rate per unit based on: irrigation only - water resources group looks at usage, irrigation allowance based on sq. ft, assigns surcharges if usage above baseline; calculated approximately in April; likely all parks and golf courses get surcharged																
No																
No; same rate structure for all customers																
Yes; looks at irrigation season to determine if surcharge should be charged																
No																
Yes - utility expansion charges (UECs); water resources charge will be assessed to new customers outside current service area																
<table border="1"> <thead> <tr> <th></th> <th>2016</th> <th>2017</th> <th>2018</th> </tr> </thead> <tbody> <tr> <td>Revenue Fixed</td> <td>461,973</td> <td>545,440</td> <td>517,602</td> </tr> <tr> <td>Revenue Commodity</td> <td>2,006,537</td> <td>2,297,783</td> <td>2,207,775</td> </tr> <tr> <td>Total</td> <td>2,468,510</td> <td>2,843,223</td> <td>2,725,377</td> </tr> </tbody> </table>		2016	2017	2018	Revenue Fixed	461,973	545,440	517,602	Revenue Commodity	2,006,537	2,297,783	2,207,775	Total	2,468,510	2,843,223	2,725,377
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COS is basis of potable water rates; reuse rates set at 80%																
COS study - line items are allocated on established cost allocation process																
See 3.11																
Reuse study was complete in 1999; WRMS was re-done in Water 2021; reuse has been a part of Authority's strategy and system for years; recovered all reuse costs at this point; borrowed \$\$ will be repaid in 2022; debt service being collected thru water and wastewater rates; current system has been covered; current reuse rate recovers treatment costs; will be reimbursed for future reuse capital costs																

Aurora Water, CO

Section 1: Reuse Water Utility Characterization

- 1.01 Name and title of utility professional being interviewed
- 1.02 Name and address of agency
- 1.03 Location served
- 1.04 Organization and superior or subordinate units
- 1.05 Please describe the utility services that your agency provides

- 1.06 What is the nature of your reuse service

- 1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.
- 1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.

- 1.09 Please describe the customer classes served by your reuse water utility

- 1.10 Please provide data on the count of your customers by class
- 1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class
- 1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area

- 1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?
- 1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?
- 1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?
- 1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?
- 1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.
- 1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?
- 1.19 Are customers required to connect to your reuse facilities when service is available?

Fernando Aranda, Rate Analyst
Aurora Water (City of Aurora, CO, Water Utility)
City of Aurora
Water Utility
Water, sewer collection and stormwater services
Part of the water fund - provide potable, raw and RECYCLED water services.
5 MGD scalping plant at Sand Creek provides tertiary treated reuse water to City owned parks and golf course for irrigation. 2017 investigating use by industrial customer for cooling tower.
Municipal
Potential to supply industrial cooling tower.
Aurora Reservoir mountain source water is blended with treated reclaimed water pulled from the South Platte river downstream from effluent discharge.
Not applicable

Aurora Water, CO

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06 Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07 At a high level, how would you describe your current reuse pricing approach?
- 2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
 - Establishing a market – getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
 - Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Reduce demands on the potable supply, reduce flow to wastewater treatment utility and the fee to Metro Denver.
From water fund currently.
Rate relief requested by municipal customers so subsidizing the difference with revenue from water customers. \$1.25/kgal, \$497/AF

Aurora Water, CO

Section 3: Detailed Reuse Water Rate Structure Characterization

3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?	No
3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?	Not apparently evident from case study
3.03 Is reuse water consumption metered?	
3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?	Not relevant for city owned use
3.05 Does your rate structure have a take or pay provision for any customers?	Not relevant for city owned use
3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?	
3.07 Do you currently use seasonal rates?	Demand only in summer for irrigation now.
3.08 Do you currently have different rates for customers in different locations or zones?	No
3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?	No
3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.	\$521,000/year to water division
3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?	Originally set rates at cost of service
3.12 How did you allocate costs between water/sewer/and reuse water services?	
3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?	
3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?	Potable water customers are subsidizing the reuse.

Denver Water, CO

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	Ty Bereskie
1.02 Name and address of agency	Denver Water
1.03 Location served	Denver
1.04 Organization and superior or subordinate units	
1.05 Please describe the utility services that your agency provides	Full time planner who deals with reuse customers. Rates handles the charges. Ty is counterpart of planner for policy. Non-potable plant built in early 2000. Ambitious master plan (big drought in 2002/2003). We have been adding customers consistency over 20 years. Not seeing demand on system we anticipated. We have a 30 MGD plant. Contract at 12MGD, we usually run lower than that. CO is conservative for uses of non-potable water. Still cannot add industrial laundromats. This past year we had toilet flushing added. We worked to get cannabis cultivation included, but failed for now (3% of industrial water use). FY2020 - pushing towards edible crops. Big continuous improvement event to figure out which direction we want to take. Heavily invested in this asset, but way underutilizing.
1.06 What is the nature of your reuse service	Overall demand is going down.
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Just under 100 customers. Developed system with idea power plant would use it. They switched to natural gas, so it reduced water they use. They have contracted minimums they have not taken for the past 5 years. Power station, 85% irrigation for parks for city / county; schools; one cooling tower for museum; Denver zoo for animal washdown. One of the approved uses. But they also have to have a potable source.
1.09 Please describe the customer classes served by your reuse water utility	Recycled water is by far our most expensive water. Significant pumping costs.
1.10 Please provide data on the count of your customers by class	
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Lower demand than what they had anticipated. Currently looking at what the future of reclaimed will be. Looking at regional partnerships. Transmission is a problem to implement master plan to reach other customers.
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	Non-potable 30 MGD plant
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	
1.19 Are customers required to connect to your reuse facilities when service is available?	

Denver Water, CO

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01** What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02** Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03** How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04** How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05** How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06** Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07** At a high level, how would you describe your current reuse pricing approach?
- 2.08** Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
- Establishing a market -- getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09** Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
- Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Rates manager: Fletcher Davis, Renee Davis. Discount on potable rates initially. We recently started to try and figure out how much we are subsidizing the water. So many regulatory issues. How much internal time are we putting into this. How much time are we spending, not just producing the water. decisions on treatment plant: half not being used, but things will require significant investments soon. Organizational direction and commitment to what we are going to do with it. No clear conclusion on planning process. Choosing by advantage tool.

Traditionally it was seen more of a side utility. Focus of reuse has switched to direct and indirect potable. The non-potable systems are getting forgotten.

Challenge between economics, public perception, (snow on the mountains gives impression of clean fresh water), regulations are hard to push through. No R.O, advanced oxygenation UV pilot test

We have SDCs for new development, significantly lower than potable water ones

Conversations to charging from giving it free. Raise prices slightly? You can irrigate on recycled system when in drought. Tried to figure out what the market is willing to do. Not going anywhere now. Pretty happy with current structure. Charging less is difficult to swallow. Charging more may turn customers off. It is not potable water. Exploring incentivize certain uses (rebate, lower rate if a perfect recycled water customer?) 11 approved uses. Raise use but not put us over the edge with irrigation in the summer.

Majority of uses only will happen in significant redevelopments. Align with planning to see what zoning issues etc. we may expect

Power Plant only contracted. Pay what you use. No additional fees for regulatory training or anything else. Exploring SDC discounts for new customers, cost sharing ideas (retrofitting a park, they will pay potable rate till paid off). Potable rates - we charge diff amounts for inside/outside, that does not extend to recycled water. Recycled water - slightly higher than raw water.

Fort Worth, TX

Section 1: Reuse Water Utility Characterization

1.01	Name and title of utility professional being interviewed	Andy McCartney, Senior Administrative Services Director
1.02	Name and address of agency	City of Fort Worth, 200 Texas Street, Fort Worth, TX 76102
1.03	Location served	City of Fort Worth
1.04	Organization and superior or subordinate units	City
1.05	Please describe the utility services that your agency provides	Water, sewer, reclaimed
1.06	What is the nature of your reuse service	Non-potable irrigation uses
1.07	Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	Just small area with access to reuse line. 2005/2006 - reuse sales started, with water provided for fracking operations. Feasibility study for a backbone system from Village Creek WRF, some potential for expansion adjacent to City of Arlington.
1.08	Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Only irrigation uses are served - golf courses and cooling tower water.
1.09	Please describe the customer classes served by your reuse water utility	4 customers all served as a single customer class: City of Euless (golf course for irrigation), City of Arlington (to irrigate Dunlop Park and a golf course), DFW Airport (used in their cooling tower process), and the Water Chase Golf Course.
1.10	Please provide data on the count of your customers by class	
1.11	Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	Fort Worth meters all reclaimed water service. It is a separate utility but the wastewater fund is subsidizing it. Approximately 1/2 million kgals of reclaimed sold.
1.12	Please describe any non-irrigation uses of reuse water being utilized in your service area	None
1.13	Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Some interest in the development community to installing reuse for irrigation in new residential areas, but when developers look at the cost of infrastructure they back off. There is more interest on the west side of town where planned development could be a driver long term, but transmission is not feasible until more infrastructure is installed in several future phases. There also has been interest from industry, but again, transmission lines have proven too expensive to install economically.
1.14	Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	Not directly
1.15	Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	A combination of city-owned reservoirs and reservoirs managed by the COE and the Tarrant Regional Water District.
1.16	Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	Incremental water supply costs have not yet become a primary driver in reuse system planning and management.
1.17	What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	
1.18	Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	The City has constructed major transmission assets; developers would be required to install local assets and some extensions.
1.19	Are customers required to connect to your reuse facilities when service is available?	No

Fort Worth, TX

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06 Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07 At a high level, how would you describe your current reuse pricing approach?
- 2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
 - Establishing a market -- getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
 - Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Requests for water supply from the fracking industry initiated the provision of reuse water by the City.
Wastewater oriented
Awareness limited but positive
Retained earnings, no fees
Budget like it is a separate utility, but wastewater fund is subsidizing reclaimed. No debt. Retail wastewater committee approves of subsidizing reclaimed through wastewater charges. Minimal increase. \$500,000 budget; revenue
No direct impact
Market oriented, reflecting current water rates
Current price \$1.70/1,000gallons. The market price for reuse cannot be greater than the cost of potable water.
We budget for reuse as if it is a separate utility, but the wastewater fund is subsidizing reclaimed functions. There is no debt on the reclaimed system. The retail wastewater committee approves of subsidizing reclaimed through wastewater charges for policy purposes.

Fort Worth, TX

Section 3: Detailed Reuse Water Rate Structure Characterization

3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?	No
3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?	No
3.03 Is reuse water consumption metered?	Yes
3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?	We apply a uniform volumetric rate, increased by inflation index (CPI) annually.
3.05 Does your rate structure have a take or pay provision for any customers?	No
3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?	No
3.07 Do you currently use seasonal rates?	No
3.08 Do you currently have different rates for customers in different locations or zones?	No
3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?	No
3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.	Reuse generates approximately \$500,000 annually
3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?	Market pricing constraints led to the prices.
3.12 How did you allocate costs between water/sewer/and reuse water services?	Through the budgeting process
3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?	No
3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?	Our budgeting process identifies reuse costs effectively; revenue generation constrained by the market.

Fulton County, GA

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	David Clark, Director of Public Works
1.02 Name and address of agency	Fulton County, Georgia
1.03 Location served	Portions of northern Fulton County
1.04 Organization and superior or subordinate units	Department of Public Works
1.05 Please describe the utility services that your agency provides	Water, sewer, reuse water
1.06 What is the nature of your reuse service	Non potable reuse water provided for irrigation
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	Reuse water is provided in the part of the northeast portion of the county. Water and wastewater services are provided throughout northern Fulton County north of the Chattahoochee River. The area served by the reuse system is currently a small portion of the water and sewer service area.
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	All of the County's customers are large irrigation users. Each is provided with irrigation water at a single point of connection. No wholesale users are served.
1.09 Please describe the customer classes served by your reuse water utility	All of the customers are using reuse water for irrigation and all customers are provided reuse water under the same terms.
1.10 Please provide data on the count of your customers by class	The County's users consist of 6 golf courses, 2 large churches, and the municipal park system of the City of Johns Creek.
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	The County is able to provide 5 mgd of reuse water to its existing customers. Actual usage is less during most years when rainfall is adequate for customer needs.
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	None
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	The reuse system is not projected to grow substantially during the next 5-10 years. Demand from existing customers is expected to be relatively stable and the distribution system is not currently planned for significant expansion. Over the longer term, two other wastewater treatment plants could have the potential to provide reuse water, depending on state permitting and other requirements.
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	Drought restrictions on the use of potable water for irrigation would increase demand during times of drought. State policies regarding water use in metropolitan Atlanta could promote or deter irrigation uses for reuse water depending on stream-flow requirements related to water rights issues involving Florida and Alabama.
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	The Chattahoochee River provides potable water for the County's service area. Current supply allocations are adequate; long term regional water planning and coordination activities are ongoing to assure adequate supplies for the foreseeable future.
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	Reuse water investments were not initially provided in response to high costs of potable water supply. Future potable supplies could require proportionately higher investments, which would have the potential to impact economic analyses of additional investment in reuse facilities.
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	Fulton County
1.19 Are customers required to connect to your reuse facilities when service is available?	No

Fulton County, GA

Section 2: Key Reuse and Reuse Rate Drivers

<p>2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?</p>	<p>A public-private initiative resulted in the construction of the Cauley Creek Water Reclamation Facility to provide capacity to serve new development. Reuse water treatment capability was provided due to state initiatives encourage land application of wastewater effluent. The facility has since been decommissioned and reuse water is being produced at the County's new John's Creek Environmental Campus.</p>
<p>2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?</p>	<p>All reuse water is currently produced at John's Creek which is a wastewater operation.</p>
<p>2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.</p>	<p>Public awareness is limited, but the County's users gain public perception benefits from being able to maintain green space with reuse water during dry periods. The public accepts reuse water for the current mix of uses positively.</p>
<p>2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?</p>	<p>Initial costs were funded with reserves. There are no reuse impact fees.</p>
<p>2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?</p>	<p>Potable water use is reduced by a matching amount to the reuse water sold each year. Though the reuse service area is limited, the reduction in potable demands during time of water supply restrictions is helpful.</p>
<p>2.06 Has the reuse utility impacted the revenue stability of your potable water utility?</p>	<p>No significant impact.</p>
<p>2.07 At a high level, how would you describe your current reuse pricing approach?</p>	<p>The County is pricing reuse water to reflect its investment to provide reuse treatment and distribution capacity, the price of potable water, and historic pricing agreements dating back to the creation of the reuse system. The gradual transition from original pricing towards cost based pricing is nearly complete.</p>
<p>2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:</p> <ul style="list-style-type: none"> • Establishing a market – getting/retaining reuse customers • Keeping reuse investment from burdening other customers • Recovering the full capital and/or operating cost of reuse • Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure • Reflecting the benefits derived from the reuse program • Other (specify) _____ 	<p>The initial pricing was structured to reflect market conditions as the facility needed to be able to deliver reuse water for effluent disposal purposes. Water supply issues were not considered at that time.</p>
<p>2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:</p> <ul style="list-style-type: none"> • Overcoming retrofit costs borne by NPR customers • Overcoming perceptions of lesser quality for reuse water • Pressure to price reuse water below the price of potable water • Cost recovery: recovering the full capital and operating costs of providing reuse water • Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools • Other (specify) _____ 	<p>After the County began producing reuse water at John's Creek, the reuse rate was set to match the County's irrigation water rate in response to guidance from the Metro North Georgia Water Planning District. This higher rate for reuse water was implemented on an interim basis until cost reviews and studies could support a revised reuse rate. The analysis is complete and it is expected that lower reuse rates will be considered in the near term, restoring a lower rate relative to potable water, and in alignment with identified reuse system costs.</p>

Fulton County, GA

Section 3: Detailed Reuse Water Rate Structure Characterization

<p>3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?</p>	<p>No</p>
<p>3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?</p>	<p>No</p>
<p>3.03 Is reuse water consumption metered?</p>	<p>Yes</p>
<p>3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?</p>	<p>A single, non-tiered volumetric rate of \$6.73 per thousand gallons is currently being charged to match the current potable water irrigation rate. The County expects to consider adopting a reuse-specific rate of approximately \$3.75 per thousand gallons in the near future.</p>
<p>3.05 Does your rate structure have a take or pay provision for any customers?</p>	<p>No</p>
<p>3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?</p>	<p>No</p>
<p>3.07 Do you currently use seasonal rates?</p>	<p>No</p>
<p>3.08 Do you currently have different rates for customers in different locations or zones?</p>	<p>No</p>
<p>3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?</p>	<p>No</p>
<p>3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.</p>	<p></p>
<p>3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?</p>	<p>The identified reuse system investment was \$13 million. A 25 to 30 year payback was the target. Because reuse water is treated to reach the same water quality standards as all wastewater volumes, the focus was on initial investment and incremental investment, not on treatment processes.</p>
<p>3.12 How did you allocate costs between water/sewer/and reuse water services?</p>	<p>Reuse water costs were identified with a primary focus on incremental investments required. The quality of wastewater treatment at the County's John's Creek facility meets reuse standards, so the cost focus is on additional valves, piping, and controls.</p>
<p>3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?</p>	<p>No differentiation between customer types</p>
<p>3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?</p>	<p>The recently calculated and proposed rate of approximately \$3.75 per thousand gallons for reuse water reflects the allocated costs and is in balance with the County's other rates and charges.</p>

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	Juli Crawford, Manager, Financial Planning and Rates
1.02 Name and address of agency	JEA, 21 West Church Street, Jacksonville, FL. 32202
1.03 Location served	Major portions of Duval County, and some portions of St Johns, Clay, and Nassau Counties, FL
1.04 Organization and superior or subordinate units	JEA is a city-owned authority providing electric and water-related services
1.05 Please describe the utility services that your agency provides	Retail and wholesale potable and reclaimed water services as well as sewer and electric service
1.06 What is the nature of your reuse service	Irrigation service for residential, commercial, and bulk reclaimed water customers. One of the bulk customers - resale service to St. Johns County.
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	See 1.03 above
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Retail and wholesale reclaimed water service for residential, commercial, and bulk customers for irrigation purposes. Resale to St. Johns County primarily used for residential irrigation
1.09 Please describe the customer classes served by your reuse water utility	See 1.08 above
1.10 Please provide data on the count of your customers by class	RES-267,849, COM-17,503, MULTI-2,955, Irrigation RES- 37,936*, Irrigation COM- 4,610* *(Includes reclaimed customers)
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	Potable water(KGALS) Residential 17,156,987, Multi-Family 4,049,321, Commercial 9,679,970, Irrigation - Res. 3,256,340*, Irrigation - Comm. 3,187,234* Total Potable 37,329,852 KGALS *(Includes reclaimed customers)
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	In addition to irrigation, also power generation cooling needs and fire protection
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Future growth dependent on geographic areas of expansion. Not likely to provide reuse water in infill areas of the city, but for new development, many neighborhoods are being built with dual meters and reclaimed water lines for irrigation. Substantial growth is occurring on the south side of town.
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	No
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	JEA relies on the Floridan Aquifer for water supply. Regional water management planning practices have led to a water use permit process for water utilities. These permits are starting to require the provision of reuse water for irrigation purposes the extent feasible. As such, water supply and regulations are a primary driver for expansion of the reuse system.
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	No, but the regulatory process is driving expansion of the reuse system.
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	227 miles of reclaimed water distribution facilities
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	JEA owns the distribution system, but in certain instances of new development, the developer will put in the local distribution lines including reclaimed
1.19 Are customers required to connect to your reuse facilities when service is available?	No

Section 2: Key Reuse and Reuse Rate Drivers

<p>2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?</p>	<p>JEA's consumptive use permit requires the authority to utilize reuse to the extent feasible; this requirement is consistent with numerous JEA environmental objectives to be good stewards of water supply resources.</p>
<p>2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?</p>	<p>JEA subscribes to a forward-looking approach for managing water supplies that values all water sources similarly. This "one-water" concept leads JEA to price potable and reuse water to reflect the same ultimate value. As such, reclaimed water functions are most closely aligned with the water service line from a pricing perspective.</p>
<p>2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.</p>	<p>Awareness is broadening, and there is appreciation for the environmental sensitivity reflected by the provision of reuse water for irrigation. Acceptance is high in areas where retail service is available.</p>
<p>2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?</p>	<p>Through rates and capacity fees. The reclaimed water costs are reflected in JEA's dual meter impact fee structure which reflects incremental costs for water capacity, whether potable or reuse water is used for irrigation. JEA also has an environmental surcharge that has been used for environmental and regulatory programs, and has likely been a source for reclaimed projects.</p>
<p>2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?</p>	<p>Availability of reuse water has resulted in lower potable water demands where available. The effects on total water use are unclear and are being studied.</p>
<p>2.06 Has the reuse utility impacted the revenue stability of your potable water utility?</p>	<p>No because reuse water has been priced the same as potable irrigation water.</p>
<p>2.07 At a high level, how would you describe your current reuse pricing approach?</p>	<p>Pricing parity with Potable water irrigation rates.</p>
<p>2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:</p>	<p>JEA approaches pricing from a policy perspective first and focuses on the goals and objectives of all key policies. In this case, cost of service principles, conservation imperatives, and maintaining good stewardship over water resources are primary drivers.</p>
<ul style="list-style-type: none"> • Establishing a market – getting/retaining reuse customers • Keeping reuse investment from burdening other customers • Recovering the full capital and/or operating cost of reuse • Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure • Reflecting the benefits derived from the reuse program • Other (specify) _____ 	
<p>2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:</p>	
<ul style="list-style-type: none"> • Overcoming retrofit costs borne by NPR customers • Overcoming perceptions of lesser quality for reuse water • Pressure to price reuse water below the price of potable water • Cost recovery: recovering the full capital and operating costs of providing reuse water • Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools • Other (specify) _____ 	<p>We have no major concerns. Reuse water can only be priced "so high" before market constraints and public perception would become a problem. For JEA, even at pricing parity with potable irrigation rates, reuse revenues still might not be capturing the full COS, depending on allocation assumptions. But the "one water" concept suggests that the idea of reuse water bearing it's fully allocated costs might not be of primary importance - JEA does recover it's full costs to provide all water management functions from water customers and that is the most important objective.</p>

Section 3: Detailed Reuse Water Rate Structure Characterization

<p>3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?</p>	<p>Wholesale uses are served at a contract rate that differs from retail pricing</p>
<p>3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?</p>	<p>Yes</p>
<p>3.03 Is reuse water consumption metered?</p>	<p>Yes</p>
<p>3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?</p>	<p>Yes it is tiered through an inclining rate structure for residential and commercial. Bulk rates not tiered.</p>
<p>3.05 Does your rate structure have a take or pay provision for any customers?</p>	<p>No</p>
<p>3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interrupt ability, proximity to your facilities, or alternate sources of supply?</p>	<p>Yes within the bulk rate category but not for residential or commercial customers</p>
<p>3.07 Do you currently use seasonal rates?</p>	<p>No</p>
<p>3.08 Do you currently have different rates for customers in different locations or zones?</p>	<p>No</p>
<p>3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?</p>	<p>Yes</p>
<p>3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.</p>	<p>Fixed revenues are approximately \$150,000 and volumetric revenues are about \$7 million based on 2018 rates exclusive of environmental charge and regulatory fixed fees</p>
<p>3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?</p>	<p>Reuse rates are set equal to potable water rates for retail</p>
<p>3.12 How did you allocate costs between water/sewer/and reuse water services?</p>	<p>Through established cost allocation principles during our rate study processes.</p>
<p>3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?</p>	<p>See 3.12 above</p>
<p>3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?</p>	<p>The incremental costs of reuse capacity and service are unimportant individually because of our "one water" approach, which unifies and simplifies cost allocations. Standard COS allocations for reuse may be necessary for some utilities, but JEA's one water approach is focused on water supply for all uses over the long term, and as such, treats reuse supplies on par with groundwater supplies.</p>

King County, WA

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	Jacque Klug, Recycled Water Project Manager
1.02 Name and address of agency	King County
1.03 Location served	201 S. Jackson Street, KSC-NR-0512, Seattle, WA 98104
1.04 Organization and superior or subordinate units	County
1.05 Please describe the utility services that your agency provides	Regional wastewater provider for the greater Seattle metro area. We serve just over 1 million people. Also do limited recycled water production from our facility.
1.06 What is the nature of your reuse service	Non-potable recycled water
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Primarily irrigation. External customers are all irrigators. We also do some recycled water at King co facilities for more commercial recycled water, toilets and urinal flushing. Also one of the jurisdictions for sewer flushing. Recycled water for environmental purposes as well (to restore a wetland and create habitat).
1.09 Please describe the customer classes served by your reuse water utility	We direct sell to retail. Wholesale to one city.
1.10 Please provide data on the count of your customers by class	8 external customers, most are irrigation. 1 customer who uses non-potable for street sweeping.
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	108 million gallons to external customers in 2017, we used an additional 621 million gallons for internal uses at the facilities
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	Flushing toilets, environmental
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Anticipate some growth in adding customers, generally within the same customer class in the near term.
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	We have regulations. There are treatment requirements for the diff classificaitons of use. WA state recycled water is for non-potable and indirect potable uses. There is a pathway to apply for do potable reuse (waiver from state). That allowance or pathway was just established in 2018 by a new rule in the state. We will not pursue that in the near term.
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	Abundant water supply in the region. More demand for water for agricultural uses. Environmental enhancement. Restoring stream flows, watershed functions, creating habitat for fish. State wide use and it gives utilities rights to get drinking water right permits to draw water from the aquifer.
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	Near term will continue same path, we know there are varibles that could change growing concern from the state regulatory agency about trand? Loading and keeping it sound. If we are not recycling the water? There could be in the future. More of a driver to get WW out of the waterways. climate change and what it could do to our hydrology.
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	Treatment capacity - we can produce at our largest 11MGD, at peak of summer distribution we do about 2MGD, the other facility is capable of up to 3MGD, and we generate about 1 MGD.
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	Agency installed all the pipelines.
1.19 Are customers required to connect to your reuse facilities when service is available?	Not required

King County, WA

Section 2: Key Reuse and Reuse Rate Drivers

<p>2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?</p>	<p>We first started in 1997, 22 years ago. At that time it was more to develop additional water supply for the region. We built a pilot facility in the late 90s and have been operating it since. We have had more of a driver to diversify how we manage our wastewater effluent. When we built our newest plant in 2007-2011, state required as condition of the permit for our effluent outfall into the marine environment to develop recycled water program and alternatives to discharging to marine waters. Not a hard regulatory limit, but we do have to demonstrate study progress.</p>
<p>2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?</p>	<p>A little bit of both. Mostly as a wastewater component, with an added regional benefit of supplying water.</p>
<p>2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.</p>	<p>We survey our rate payers every 2 years, and the program is one of the most popular program we do. 70-80% see it as very positive, support it. Overall a lot of support.</p>
<p>2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?</p>	<p>Funded as part of wastewater plants. No reuse impact fees.</p>
<p>2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?</p>	<p></p>
<p>2.06 Has the reuse utility impacted the revenue stability of your potable water utility?</p>	<p>Revenue from recycled water covers our operational costs for the system. We are new to it still and trying to figure out the financing piece. No set water rates, develop on case by case basis. Our existing rate structure covers our O&M cost. No capital cost recovery and investment.</p>
<p>2.07 At a high level, how would you describe your current reuse pricing approach?</p>	<p>Combination of cost based and market pricing. We benchmark it off the regional wholesale potable water rates. It is a percentage of that. It varies across our facilities because we have different O&M costs as well. We serve some water users that not traditional potable water supply customers, a few customers that are more agricultural in nature, and for them we charge a base rate that is at the higher rate, and then a declining block rate from there after a certain amount of water. We do require for all customers that they use a minimum volume of water. We serve customers that previously self supply, and look at recycled water for more sustainable/reliable water supply to keep water in rivers for fish and wildlife. For those we recognize there is a market rate (cost to run their pumps). We factor that into the pricing. That feature has made it difficult for us as utility to set water rates, because each customer has unique situations.</p>
<p>2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:</p> <ul style="list-style-type: none"> ● Establishing a market – getting/retaining reuse customers ● Keeping reuse investment from burdening other customers ● Recovering the full capital and/or operating cost of reuse ● Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure ● Reflecting the benefits derived from the reuse program ● Other (specify) _____ 	<p>Yes, extensive discussions, but still a work in progress.</p>
<p>2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:</p> <ul style="list-style-type: none"> ● Overcoming retrofit costs borne by NPR customers ● Overcoming perceptions of lesser quality for reuse water ● Pressure to price reuse water below the price of potable water ● Cost recovery: recovering the full capital and operating costs of providing reuse water ● Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools ● Other (specify) _____ 	<p>We have been more on the take it as it comes situation, but we recognize that is an issue. If there is potential for influencing the long term use, increase the use, then it would change our thinking of what is recycled water utility benefit versus wastewater utility benefit. In talking to other peers, the initial driver might be a wastewater driver, to get the discharge lower. There is more desire and need for the recycled water. Aware of how to build any pricing in the long term.</p>

King County, WA

Section 3: Detailed Reuse Water Rate Structure Characterization

<p>3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?</p>	<p>Unique for each customer</p>
<p>3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?</p>	<p>Almost like a fixed fee, volumetric but minimum volume required. 1/3 of the summertime wter use that we charge for whether they use it or not. And the volumetric after the minimum is in a declining bloc structure.</p>
<p>3.03 Is reuse water consumption metered?</p>	<p>Yes</p>
<p>3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?</p>	
<p>3.05 Does your rate structure have a take or pay provision for any customers?</p>	<p>Yes</p>
<p>3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?</p>	<p>Yes, each customer has unique rates</p>
<p>3.07 Do you currently use seasonal rates?</p>	<p>We operate seasonally just because no demand for water outside of the 4 month dry season.</p>
<p>3.08 Do you currently have different rates for customers in different locations or zones?</p>	<p>Yes</p>
<p>3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?</p>	<p>No customer connection fee, part of the our process of working with customers since it is such a small utility. Utility pays for meter and any backflow prevention devices. Any modifications are paid for by the customer. Sometimes they need to do more extensive modifications (booster pump, distribution piping, we look at it and work through that to settle on a rate). It factors in their cost to connecting and include some recovery cost</p>
<p>3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.</p>	
<p>3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?</p>	<p>Recover O&M costs, work with each customer to understand their cost and set rates as a combo of recovering some potential capital keeping in mind what each customer also has to pay to connect to the system.</p>
<p>3.12 How did you allocate costs between water/sewer/and reuse water services?</p>	
<p>3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?</p>	<p>Each customer is unique</p>
<p>3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?</p>	<p>Recover O&M only</p>

Long Beach, CA

Section 1: Reuse Water Utility Characterization

- 1.01 Name and title of utility professional being interviewed
- 1.02 Name and address of agency
- 1.03 Location served
- 1.04 Organization and superior or subordinate units
- 1.05 Please describe the utility services that your agency provides
- 1.06 What is the nature of your reuse service
- 1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.
- 1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied
- 1.09 Please describe the customer classes served by your reuse water utility
- 1.10 Please provide data on the count of your customers by class
- 1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class
- 1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area
- 1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?
- 1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?
- 1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?
- 1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?
- 1.17 What is the size and general configuration of your distribution system: miles of pipe, storage, area-wide versus specific runs, etc.
- 1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?
- 1.19 Are customers required to connect to your reuse facilities when service is available?

Dean Wang
Long Beach Water Department, 1800 F Wardlow Rd, Long Beach CA 90807
City of Long Beach
Long Beach Water Department, public City of Long Beach but governed by a Board of Commissioners separate from the City Council.
Water, sewer conveyance (not treatment), reclaimed
Non-potable, indirect potable, direct potable - obtain sufficient narrative to understand fully
The reuse system serves mostly just the eastern portion of the overall service area
Reuse water is being used for landscape irrigation, industrial non-potable, and seawater barrier injection. All customers are retail customers and there are no wholesale customers.
LBWD recycled water customers include public and private irrigation customers, such as parks, schools, golf courses, cemeteries, and nurseries. The recycled water is also used by THUMS, a consortium of oil companies, which uses the recycled water to re-pressurize offshore oil-bearing strata in order to prevent land subsidence. The recycled water is also used for seawater barrier injection after receiving advanced treatment
1 industrial, 1 seawater barrier, 127 irrigation
Delivered volumes (AF)
Commercial 13,372 potable, 0 reuse
Industrial 317 potable, 1,724 reuse
Irrigation 1,791 potable, 3,397 reuse
Duplex 2,953 potable
Multi-Family Residential 14,526 potable
Single-Family Residential 17,228 potable
Seawater Barrier 3,997 potable, 374 reuse
Seawater barrier injection and re-pressurize offshore oil-bearing strata in order to prevent land subsidence
No major geographic expansion is expected in the next 5-10 years. Seawater barrier demands are expected to increase, and other demands are expected to remain relatively stable.
Potable water restrictions are not expected to significantly impact recycled water demand.
Groundwater is the primary potable water supply, and imported water from the Metropolitan Water District provides any additional supplies needed.
New supplies are projected to be significantly more expensive than existing supplies
923 miles of pipe in largely grid configuration with approximately 35 million gallons of storage
Long Beach Water Department builds and owns the linear assets.
Yes, if deemed cost effective.

Long Beach, CA

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?

- 2.06 Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07 At a high level, how would you describe your current reuse pricing approach?
- 2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
 - Establishing a market -- getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
 - Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

	LBWD was established in 1911. LBWD started its recycled water program in 1978 to help meet projected water demands for a growing population.
	More closely aligned with water as the reuse water distributed by LBWD is treated by the Sanitation District of Los Angeles County (LACSD).
	The public is aware and accepting of reuse water for the non-potable uses approved by LBWD and LACSD.
	There are no impact fees.
	Reuse water has directly offset the use of potable water and therefore reduced total potable water demand. Much of the reuse water is used for irrigation, which is what causes the majority of LBWD peak demands in the summer. Reuse water reduces peak potable water use. Reuse water has also offset industrial water use. Total water demand (potable and reuse) has been declining due to decrease in potable water demand, but reuse water demand has increased and is projected to continue to increase.
	No
	Cost of Service Study
	Cost of Service Study
	Pressure to price reuse water below the price of potable water

Long Beach, CA

Section 3: Detailed Reuse Water Rate Structure Characterization

- 3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?
- 3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?
- 3.03 Is reuse water consumption metered?
- 3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?
- 3.05 Does your rate structure have a take or pay provision for any customers?
- 3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?
- 3.07 Do you currently use seasonal rates?
- 3.08 Do you currently have different rates for customers in different locations or zones?
- 3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?
- 3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.
- 3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?
- 3.12 How did you allocate costs between water/sewer/and reuse water services?
- 3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?
- 3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?

One for all customer classes
Service charge same as potable water
Yes
Volumetric rate includes peaking, non-peaking and interruptible rates, otherwise one tier
No
No
No
No
The fee schedule for reclaimed services starts on page 88 in Appendix A of the attached Rules & Regs. Charges for potable and reclaimed are the same.
Volumetric: FY 18 \$3,337,945; FY 17 \$4,017,508; FY 16 \$3,099,810; Daily: FY 18 \$279,236; FY 17 \$245,715; FY 16 \$227,798
Cost of Service Study
Cost of Service Study
Cost of Service Study
Cost of Service Study

Loudoun Water, VA

Section 1: Reuse Water Utility Characterization

1.01	Name and title of utility professional being interviewed	Micah Vieux, Business Programs Manager
1.02	Name and address of agency	Loudoun Water
1.03	Location served	Eastern Loudoun County, Virginia
1.04	Organization and superior or subordinate units	Independent Authority
1.05	Please describe the utility services that your agency provides	Water, Sewer, Reuse
1.06	What is the nature of your reuse service	Non-potable reuse for data centers and commercial irrigation
1.07	Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	The reclaimed water service area is in close proximity to the Loudoun Water wastewater treatment plant. The reclaimed water service area is a smaller sub-area of Loudoun Water's Central System service area.
1.08	Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Reuse water is only provided to commercial customers. Used for data center cooling and irrigation.
1.09	Please describe the customer classes served by your reuse water utility	The primary user of reuse are data centers for cooling. There is a small amount of commercial irrigation that utilizes the reuse water.
1.10	Please provide data on the count of your customers by class	Loudoun Water serves 26 commercial customers with reuse
1.11	Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	Residential potable - 4,968,000 (tgal) , Commercial potable - 2,505,000 (tgal) , Reuse - 487,000 (tgal)
1.12	Please describe any non-irrigation uses of reuse water being utilized in your service area	99% of reclaimed water sold is used for data center cooling
1.13	Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	The primary driver for Loudoun Water reuse is the continued growth in the data center market. Plans do not exist to expand service outside of this primary customer class.
1.14	Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	No
1.15	Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	Loudoun Water purchases wholesale potable water from Fairfax Water, while also providing potable water from our own the Trap Rock Water Treatment Facility, which draws water from the Potomac river. The Potomac water supply will be sufficient to meet future demands and additionally Loudoun could purchase more water from Fairfax Water.
1.16	Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	Loudoun Water has already made the investment to secure a long-term water supply by constructing the Potomac Water supply project (intake, pump station, pipe line, storage and treatment). Incremental increases in supply will be relatively cost effective from this point forward
1.17	What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	The Reclaimed water distribution system consists of two 1.5 MG storage tanks, a pump station and 14 miles of pipeline
1.18	Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	Loudoun water and local developers have constructed linear assets. All linear assets are owned by Loudoun Water after the developer deeds the assets to the utility.
1.19	Are customers required to connect to your reuse facilities when service is available?	No

Loudoun Water, VA

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01** What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02** Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03** How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04** How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05** How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06** Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07** At a high level, how would you describe your current reuse pricing approach?
- 2.08** Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
- Establishing a market – getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09** Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
- Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Our primary drivers were the recognition of a "waste-to-value" opportunity that could support water resource development, manage demand on the potable system, and eliminate nutrient discharge to the Chesapeake Bay.
Generally associated with wastewater because the supply is provided from the wastewater treatment plant.
Loudoun Water has not experienced challenges with public acceptance or understanding of reclaimed water for non-potable use.
The assets were primarily funded with the issuance of debt. A component of the water and sewer impact fees (availability fees) are designed to provide funding for the retirement of the debt and funding of reuse infrastructure
Since reuse water is primary provided to new constructed data centers (which were not potable water customers before), their has been limited direct impact on existing potable water demands. Reclaimed water demand accounts for 4% of total water demand in our service area
No
Reuse water is priced based a cost of service analysis. The analysis examines the staff time, energy and chemical required to meet the reuse demands
Cost of service analysis underpins reuse pricing. Revenues collected from reclaimed water sales cover reclaimed water operations and maintenance costs. Capital cost recovery for system infrastructure is funded by dedicating \$422 from the availability charges associated with each ERC added to our system.
Reclaimed water is priced at less than half of the potable water rate while covering the utility's operations and maintenance obligations. The price point is generally viewed as compelling, as evidenced by growth in our reclaimed customer base from 12 to 30

Loudoun Water, VA

Section 3: Detailed Reuse Water Rate Structure Characterization

3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?	No
3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?	No
3.03 Is reuse water consumption metered?	Yes
3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?	Uniform volumetric rate
3.05 Does your rate structure have a take or pay provision for any customers?	No
3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?	No
3.07 Do you currently use seasonal rates?	No
3.08 Do you currently have different rates for customers in different locations or zones?	No
3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?	Yes
3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.	2015 - \$620,000, 2016 - \$680,000, 2017 - \$730,000 - all revenues are variable no fixed charges
3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?	The reuse rates are based on a cost of service analysis. Loudoun recently adopted increases to the reuse rates for the next three years with increases linked to changes in wastewater rates (3.5% increase per year).
3.12 How did you allocate costs between water/sewer/and reuse water services?	The reuse rates are based on the costs specifically associated with providing reuse water. 2 FTEs, chemical, engineering and 50% of annual depreciation on the reuse system. Water or sewer costs were not allocated to the reuse rates.
3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?	Uniform rate for all customers
3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?	The reuse rates fund the incremental cost of providing reuse water. The rates are likely under-recovering the true full cost of providing the service since they are based on the incremental costs.

Miami Dade, FL

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	Dr. Douglas Yoder
1.02 Name and address of agency	Miami-Dade Water and Sewer Department 3071 SW 38 Avenue Miami, FL 33146
1.03 Location served	Miami-Dade County
1.04 Organization and superior or subordinate units	Public entity serving the City of Miami, Dade County, Florida, and through wholesale agreements, municipalities within Dade County, Florida
1.05 Please describe the utility services that your agency provides	Water and Sewer Service to retail and wholesale customers
1.06 What is the nature of your reuse service	Existing reuse primarily serves as process water at the Department's wastewater treatment plants. Significant additions to the Department's reuse system are in the planning stages in order to comply with Ocean Outfall Legislation requirements.
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	MDWASD does not provide reuse to retail customers. Reuse to retail customers is not anticipated due to the high capital costs that would be required for this infrastructure. Planned future reuse efforts primarily focus on providing cooling water to planned Florida Power & Light expansion units.
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Existing reuse water primarily serves as process water for the Department's WWTPs. As part of Ocean Outfall reversal requirements, the Department is planning to provide reuse to Florida Power & Light for use as cooling water for power generation units and cooling water canals. While FP&L is a planned future reuse water user, the Department does not provide wholesale reuse service. The original plan for FP&L was to use reuse water for cooling of two planned nuclear units. However, these units have been delayed beyond the deadline for Ocean Outfall reversal. The Department and FP&L are discussing new options to provide reuse for cooling water at the existing FP&L unit 5 and for cooling of cooling water canals. An additional future option could include Biscayne Bay Coastal Wetlands Rehydration (everglades). This option is anticipated to have similar treatment requirements as the FP&L canal cooling water.
1.09 Please describe the customer classes served by your reuse water utility	Future reuse water is planned for large bulk customers.
1.10 Please provide data on the count of your customers by class	Not Applicable
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	Reuse Process Water: North District WWTP - 4.44 MGD Central District WWTP - 7.84 MGD South District WWTP - 4.17 MGD Planned Reuse Projects: Floridan Aquifer recharge - 27.6 MGD (project is on hold as it does not meet desired economic benefit needs. An issue with the project is very high pumping pressures and cost to recharge the geologic layers of this portion of the Aquifer) FP&L Cooling - 90 MGD
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	WWTP Process water, possible aquifer recharge, planned cooling water applications
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Growth in the reuse system is planned to occur in non-irrigation applications.
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	The driver for planned reuse projects is Ocean Outfall Legislation. Recent customer usage trends indicate future water supply may be more plentiful than anticipated, with the Department having supply through 2040.
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	The Department draws its raw water primarily from the Surficial Aquifer System's Biscayne aquifer, which underlies an area of approximately 3,200 square miles in Miami-Dade, Broward, and Palm Beach Counties. Current supply is sufficient to meet anticipate future demands.
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	Reuse infrastructure costs are a limitation in providing retail reuse service.
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	Primarily limited to WWTP process water
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	Tentative planning, the Department and FP&L are in discussion regarding how capital and operational cost would be split. Capital costs are estimates at \$400M and annual Operation Costs at \$15-18M.
1.19 Are customers required to connect to your reuse facilities when service is available?	Not Applicable

Miami Dade, FL

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06 Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07 At a high level, how would you describe your current reuse pricing approach?

- 2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
 - Establishing a market -- getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
 - Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Regulatory requirements are the driver for the Department's planned reuse system.
Reuse projects are more closely aligned with wastewater as Ocean Outfall Legislation is the driver for reuse.
Retail reuse is not available to Department customers
Planned funding is via FP&L
Reuse would take the place of Ocean Outfall effluent disposal, with little impact on potable water.
No, as the Department does not provide reuse to retail customers
Pricing discussions are being held with FP&L, it is likely FP&L would cover all or part of the operating cost to treat and deliver reuse water to their facility. FP&L may construct and operate a "polishing" facility for final treatment of reuse water delivered for their use.
See above.
The Department is interested in understanding pricing considerations of other utilities, specifically addressing conventional wisdom that reuse water must be priced below potable water.

Miami Dade, FL

Section 3: Detailed Reuse Water Rate Structure Characterization

- 3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?
- 3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?
- 3.03 Is reuse water consumption metered?
- 3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?
- 3.05 Does your rate structure have a take or pay provision for any customers?
- 3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?
- 3.07 Do you currently use seasonal rates?
- 3.08 Do you currently have different rates for customers in different locations or zones?
- 3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?
- 3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.
- 3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?
- 3.12 How did you allocate costs between water/sewer/and reuse water services?
- 3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?
- 3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?

Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable
Not Applicable

Moulton Niguel Water District, CA

Section 1: Reuse Water Utility Characterization

1.01	Name and title of utility professional being interviewed	Drew Atwater, Director of Finance and Water Resources
1.02	Name and address of agency	Moulton Niguel Water District, 27500 La Paz Rd. Laguna Niguel, CA 92677
1.03	Location served	
1.04	Organization and superior or subordinate units	
1.05	Please describe the utility services that your agency provides	Potable water, recycled water and wastewater
1.06	What is the nature of your reuse service	Non-potable only
1.07	Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	6 cities in south orange county, Laguna Niguel, Michel vielle, Laguna hills, dana point. Parts of some of them.
1.08	Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	All dedicated to irrigation. We have slopes, medians for homeowners associations, cities, golf courses, commercial office parks, landscaping areas. About 2/3 of outdoor dedicated landscaping irrigation is served by recycled water.
1.09	Please describe the customer classes served by your reuse water utility	System was started in 1968.
1.10	Please provide data on the count of your customers by class	All one customer classes. 1,368 customers.
1.11	Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	7000 acre feet a year
1.12	Please describe any non-irrigation uses of reuse water being utilized in your service area	None
1.13	Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Looking in our planning efforts at 1300 acre feet of existing converting potable accounts. Studies for direct potable reuse over the next 10 years.
1.14	Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	All recycled water has to be used on site. No run-off. There are strict requirements on title 22 water quality. There is salt nutrient management requirement from the regional quality control board in San Diego. We can't drink it yet no matter treatment without some sort of environmental buffer but that will hopefully change within the next 5 years.
1.15	Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	100% dependent on imported water from 2 sources for potable water. We have enough water to meet our service area, we are built out, but long term risks, and recycled water helps to mitigate those risks. We reuse 60-70% of the wastewater of our service area. We want to get to 100%.
1.16	Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	We do need to replace the entire treatment train in the next 10 years. It is in the budget and have funding for it. Salt management is an important issue. Potential it may increase operating cost. Not a dramatic change.
1.17	What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	150 miles of pipeline, 2 of the wastewater treatment plant, 7000 acre feet a year
1.18	Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	New developers pay for the new lines. The system we are expanding is to extend to existing customers.
1.19	Are customers required to connect to your reuse facilities when service is available?	New development is required to connect to recycled water as long as it is available.

Moulton Niguel Water District, CA

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06 Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07 At a high level, how would you describe your current reuse pricing approach?
- 2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
 - Establishing a market -- getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
 - Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Water reliability, partnership with local golf courses who did a 50/50 match to build the initial system. Treated secondary water. Supply constraint area, reuse what we have.
Water
Very positive. Very supportive. Because we have such an extensive system, most landscapes have a purple sign in front of it, so public has immense support for use of recycled water.
Recycled water revenue is \$6M out of a total \$90M. Local property tax but potable water system is over \$30M and wastewater \$22M. Rate revenue is pretty small.
Cost-based, water budget based rate structure for the recycled customers.
Cost of service done
Continue cost based, we do incremental adjustments to our rates and review them every couple of years. We see the cost of recycled water go up about the same as potable water.

Moulton Niguel Water District, CA

Section 3: Detailed Reuse Water Rate Structure Characterization

3.01	Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?	No, one customer class
3.02	Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?	Rates vary by tier, about 30% lower than water rates. Fixed charge, and volumetric by tier
3.03	Is reuse water consumption metered?	Yes
3.04	Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?	Yes, tiered, it is a California requirement
3.05	Does your rate structure have a take or pay provision for any customers?	No, but customers are required to use recycled water, but if landscape is potable water, they need to pay an impact fee. But if non-potable irrigation, there is no impact fee. It's a demand offset fee, in addition to our standard impact fee. This is if they are too far to connect to the recycled water system.
3.06	Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?	Recycle system goes down to 0 or 12,000 acre feet in a month. Close to 0 when it rains a lot. Very peaky system. Definitely reduced the peaking of the potable system.
3.07	Do you currently use seasonal rates?	Water budget based rates. We measure evapotranspiration every day. Targets inefficient use.
3.08	Do you currently have different rates for customers in different locations or zones?	No
3.09	Do you currently charge meter installation, tap, and/or connection fees for reuse service?	No
3.10	Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.	About \$6M in total
3.11	What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?	Cost of service
3.12	How did you allocate costs between water/sewer/and reuse water services?	Cost of service
3.13	How did you distribute reuse costs to different classes of customers or individual contract customers?	One class, all irrigation
3.14	How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?	Cost of serve, rates designed on marginal cost. Having the recycled water system helps provide more stability in our revenue.

Naples, FL

Section 1: Reuse Water Utility Characterization

1.01	Name and title of utility professional being interviewed	Mr. Robert Middleton
1.02	Name and address of agency	City of Naples, FL 380 Riverside Circle, Naples, FL 34102
1.03	Location served	Naples Area
1.04	Organization and superior or subordinate units	
1.05	Please describe the utility services that your agency provides	Water, Wastewater, Stormwater, and Reclaimed Water
1.06	What is the nature of your reuse service	Irrigation and fire protection
1.07	Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	Select areas within City have reuse service directly from the transmission system. Additionally, the City is expanding their reuse system into additional neighborhoods, via strategic CIP distribution system projects
1.08	Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Irrigation and fire protection
1.09	Please describe the customer classes served by your reuse water utility	Residential, Commercial, Governmental, and bulk users, inclusive of golf courses
1.10	Please provide data on the count of your customers by class	FY19 1929 accounts. Bulk 11, Government 142, Commercial 112, County 4, Multifamily 175, Residential 1485
1.11	Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	Water 4,629,710Kgals (2015), 4,468,439 Kgals (2016) 4,713,150 Kgals 2017 Reuse 1,786,645 Kgals (2015), 1,788,309 Kgals (2016), 2,130,719 Kgals 2017
1.12	Please describe any non-irrigation uses of reuse water being utilized in your service area	Fire Protection which clearly is a secondary use to irrigation
1.13	Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Growth is driven by strategic CIP/system expansion, mainly distribution related, to add reuse customers in a reasonable economic fashion
1.14	Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	None
1.15	Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	Wells and it remains sufficient at this point for potable water needs
1.16	Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	N/A
1.17	What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	The City's reuse system contains 307,373 feet of distribution main.
1.18	Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	City of Naples
1.19	Are customers required to connect to your reuse facilities when service is available?	No

Naples, FL

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01** What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02** Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03** How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04** How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05** How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06** Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07** At a high level, how would you describe your current reuse pricing approach?
- 2.08** Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
- Establishing a market -- getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09** Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
- Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Environmentally lead to reduce effluent disposal to Naples Bay and then also serves to reduce potable water demand
When we first started looking at the rate, we did not meet full COS, who should pay. Irrigation/supply. More aligned with water. More aligned with water as an additional water supply for irrigation.
The public for the most part have a positive response to reuse water. The City currently has a 64% connection.
Through water, sewer, and reuse rates collectively. No impact fees charged to connect to reuse system.
Availability of reuse has reduced potable water demand for irrigation
Yes. City strategically manages expansions to reuse system to avoid water and sewer adverse revenue loss as customers migrate to the reuse system
Water and sewer rates partially subsidize full cost recovery of reuse system costs.
Yes. Customers participated in a survey to determine level of interest in using reuse water. As part of the rate analysis, full cost recovery was analyzed but not supported by City Council. The rate was established to increase connection to the reuse system. The benefits of reuse water as an alternative to potable water use for irrigation. Environmental benefits and long term capital plant modification cost was delayed many years.
No pricing concerns. We know we are not full cost recovery, but our water/sewer rates are enough to keep us above water.

Naples, FL

Section 3: Detailed Reuse Water Rate Structure Characterization

<p>3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?</p>	<p>Bulk rates differ from the other uniform rate structures since all bulk customers are interruptible</p>
<p>3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?</p>	<p>Yes a fixed fee plus a volumetric rate per 1000 gallons</p>
<p>3.03 Is reuse water consumption metered?</p>	<p>Yes through a separate meter</p>
<p>3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?</p>	<p>Yes. It is a flat volumetric rate</p>
<p>3.05 Does your rate structure have a take or pay provision for any customers?</p>	<p>No</p>
<p>3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?</p>	<p>Bulk users are subject to interruption but all others are not.</p>
<p>3.07 Do you currently use seasonal rates?</p>	<p>No</p>
<p>3.08 Do you currently have different rates for customers in different locations or zones?</p>	<p>No</p>
<p>3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?</p>	<p>Yes</p>
<p>3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.</p>	<p>About \$1.9-\$2M in sales.</p>
<p>3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?</p>	<p>Combination, cost of service, market approach also, different alternatives, rates don't fully recover COS.</p>
<p>3.12 How did you allocate costs between water/sewer/and reuse water services?</p>	<p>2014 COS study. Combination of both clear reuse, and some allocation of shared costs and parcel out some of the reclaimed stuff.</p>
<p>3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?</p>	<p>Only applicable for the purposed of rate setting for bulk customers due to the interruptible nature of their service</p>
<p>3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?</p>	<p>Do not provide full cost recovery</p>

Orange Water and Sewer Authority, FL

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	Stephen Winters, Director of Finance and Customer Service
1.02 Name and address of agency	OWASA, 400 Jones Ferry Road Carrboro, NC 27510
1.03 Location served	Serve UNC and a church
1.04 Organization and superior or subordinate units	Independent Authority
1.05 Please describe the utility services that your agency provides	\$12.5M to construct the facility. On the same footprint as the WWTP. Some of the water from the WWTP goes to the creek, and some is diverted into the reclaimed water treatment area. It goes additional treatment and piped up to the UNC.
1.06 What is the nature of your reuse service	Non-potable reuse
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	2 customers: largest UNC - went online in early 2009, reason we got into it, we partnered with the university (some entity mandated that state organizations reduce their potable water use), impetus for university to partner. University paid for construction of the facility. They reduced their potable water use by 25%. they use it for irrigation around the campus, sports fields, flushing in some of the newer buildings. primary use is in the water cooling towers for HVAC. Second customer is a large church campus that is along the pipeline, very easy for them to plug in. Church is mostly for irrigation, an addition on their facility to flush toilets. They use a fraction of the reuse water we produce.
1.09 Please describe the customer classes served by your reuse water utility	UNC, church. UNC is main customers.
1.10 Please provide data on the count of your customers by class	
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	Annual basis - just under 1MGD average. 800,000 gallons a day. Most of it is university. It is higher in the summer when HVAC is full blast. Capacity is for 3 MGD and peak use from university was around 2 MGD. Ability to switch to potable water, and have done so occasionally, but we do not need to supplement with potable water.
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	UNC uses for cooling water
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	No near term plans to expand/add more customers. There have been some new developments that have approached us, but far enough from the plant that it did not make economic sense. University has some plans to expand. But nothing significant. But not really.
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	There are additional reporting requirements. Both for us and the university, information about how much water is used and where.
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	Source of supply: 3 reservoirs, 2 small and one that is the main one. Our largest reservoir is about 3 billion gallons. It's still an active rock quarry. In 2030 they have to cease mine operations, and they will join with another quarry, so large storage. Between 2030-2035 after mining stops before the pool fills that we are somewhat at risk from a water supply standpoint. No need to expand water supply. Even through the reclaimed system.
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	We can expand our capacity inexpensively from 3 to 5MGD but nothing in our forecast to do that.
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	Utility owns
1.19 Are customers required to connect to your reuse facilities when service is available?	No

Orange Water and Sewer Authority, FL

Section 2: Key Reuse and Reuse Rate Drivers

<p>2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?</p>	<p>University pays for all operations, but in the rate structure, it is an ongoing contribution to the Capital Improvements fund. We have maybe spent \$500,000 since it's gone into effect. We don't have any big project programmed into our near term CIP, but the university is responsible for making those improvements.</p>
<p>2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?</p>	<p>It's an additional water supply source. Reduces pressure to expand source water and water treatment plant expansion.</p>
<p>2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.</p>	<p>The public just does not think very much about it. To the extend we have had communications or gotten feedback, most view it as a good thing if asked. I don't think many understand how it works. A handful of people we heard from over the years who made the assertion that you build capacity into a plant based on university use, so it's put pressure on rates because University now using less water. But when you factor in the source water, treatment plant capacity, it's quite clearly a community benefit.</p>
<p>2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?</p>	<p>University paid for it</p>
<p>2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?</p>	<p>No</p>
<p>2.06 Has the reuse utility impacted the revenue stability of your potable water utility?</p>	<p>Too small to have an effect</p>
<p>2.07 At a high level, how would you describe your current reuse pricing approach?</p>	<p>Cost of service based</p>
<p>2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:</p> <ul style="list-style-type: none"> • Establishing a market – getting/retaining reuse customers • Keeping reuse investment from burdening other customers • Recovering the full capital and/or operating cost of reuse • Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure • Reflecting the benefits derived from the reuse program • Other (specify) _____ 	<p>Cost of service analysis</p>
<p>2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:</p> <ul style="list-style-type: none"> • Overcoming retrofit costs borne by NPR customers • Overcoming perceptions of lesser quality for reuse water • Pressure to price reuse water below the price of potable water • Cost recovery: recovering the full capital and operating costs of providing reuse water • Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools • Other (specify) _____ 	<p>None</p>

Orange Water and Sewer Authority, FL

Section 3: Detailed Reuse Water Rate Structure Characterization

- 3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?
- 3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?
- 3.03 Is reuse water consumption metered?
- 3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?
- 3.05 Does your rate structure have a take or pay provision for any customers?
- 3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?
- 3.07 Do you currently use seasonal rates?
- 3.08 Do you currently have different rates for customers in different locations or zones?
- 3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?
- 3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.
- 3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?
- 3.12 How did you allocate costs between water/sewer/and reuse water services?
- 3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?
- 3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?

We charge a monthly fixed service charge of \$24,000 a month. They pay 66 cents per thousand gallons for whatever they use. Annual revenue is about \$500,000. Gross OWASA revenues are \$37M. The rates we charge the church are different, the monthly service fee is \$25 or less, and the per gallon is \$2.18 per thousand. For retail - we have block rates. The university pays a seasonal basis rate for potable water. \$8 per thousand in peak month and \$4-5 per thousand during the lower demand months in the winter.
Yes
Yes, metered consumption.
Yes, not tiered
We have a contract with the university. The fixed charge is meant to cover some operating expenses, variable is for others. No minimum other than the monthly \$24,000.
Yes
Church paid some sort of tap fee/buy in. They do charge reuse system development fees. The church paid it.
All based on cost of service. In both cases, analysis of what it costs, that was the basis for the rates.
Yes, rates are adequate.

Peoria, AZ

Section 1: Reuse Water Utility Characterization

- 1.01 Name and title of utility professional being interviewed
- 1.02 Name and address of agency
- 1.03 Location served
- 1.04 Organization and superior or subordinate units
- 1.05 Please describe the utility services that your agency provides
- 1.06 What is the nature of your reuse service
- 1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.
- 1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.
- 1.09 Please describe the customer classes served by your reuse water utility
- 1.10 Please provide data on the count of your customers by class
- 1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class
- 1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area
- 1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?
- 1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?
- 1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?
- 1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?
- 1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.
- 1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?
- 1.19 Are customers required to connect to your reuse facilities when service is available?

Howell Lindsay, Budget Coordinator
City of Peoria, AZ 8401 W. Monroe St., Peoria, AZ 85345
Peoria Arizona
Delivery of treated effluent for irrigation reuse.
Metered, rate/1000 gal usage; same rate applies throughout the City.
Distribution network does not cover entire municipal service area. Current service areas are limited to areas in the vicinity of two WRFs in the northern and southern areas of the City.
The largest customer is a master-planned development with two golf courses as the largest user. Within that development we also serve schools, park and HOA turf areas for irrigation. Southern service area also serves a City park and municipal landscape irrigation.
Commercial, Public Institutions (city accts), HOAs, Education.
City accounts 9, HOAs 7, education 1
Commercial 0.834 MG, City accounts 63.24 MG, HOAs 429.1MG, education 6.95 MG
Other cities? There are industrial contracts for cooling nuclear power plant in the general area. None other than irrigation in our City or in neighboring cities.
We anticipate expanding the distribution system to make it available to a broader cross-section of customers. The primary driver would be to conserve potable water use as potential sources are restricted. The primary determination of this expansion, however, will be the availability of funding.
We have some permitting and environmental regulations that limit the applicability of reuse water to JUST irrigation.
We have two sources of surface water in addition to groundwater supplies. One of the two surface sources is likely to be restricted in the next 3-5 years. We do have adequate supplies for growth.
Costs for delivery of one of the surface water supplies may increase by as much as 30%, necessitating increases to potable rates.
1,150 miles of water mains and 41.2 million gallons of storage
Water Services Department (City water provider).
No, currently it is optional. Certain developments planned have requirements to utilize reuse for irrigation in their development agreements.

Peoria, AZ

Section 2: Key Reuse and Reuse Rate Drivers

<p>2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?</p>	<p>Large demand needed that we did not want to devote potable resources to supplying. Second, the availability of the treated effluent. Third, desire to conserve potable resources.</p>
<p>2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?</p>	<p>Aligned with both, but more closely with water operations organizationally and from the customer's view. Wastewater operations produce the treated effluent, thus the costs involved in this process are directly & technically linked.</p>
<p>2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.</p>	<p>Don't really understand where it comes from and the benefits of utilizing more broadly, nor do they understand the additional costs in providing. HOA groups that may have access to the source have been slow to commit investment to connect to system (despite savings vs. potable irrigation rates).</p>
<p>2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?</p>	<p>Funded with water operating funds. Do not have a reuse impact fee.</p>
<p>2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?</p>	<p>Reuse has limited potable water growth that would have occurred without this commodity.</p>
<p>2.06 Has the reuse utility impacted the revenue stability of your potable water utility?</p>	<p>Not significantly.</p>
<p>2.07 At a high level, how would you describe your current reuse pricing approach?</p>	<p>Mostly based on direct production cost inputs. We may consider pricing as a percentage of landscape irrigation rate to simplify analysis and to incentivize broader use.</p>
<p>2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:</p> <ul style="list-style-type: none"> • Establishing a market – getting/retaining reuse customers • Keeping reuse investment from burdening other customers • Recovering the full capital and/or operating cost of reuse • Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure • Reflecting the benefits derived from the reuse program • Other (specify) _____ 	<p>Somewhat - initial pricing model was VERY simple. As we expanded system, we included more inputs to better reflect costs of service.</p> <p>Initially we had a large customer in-place upon completion of the master-planned development. Developer paid/installed most infrastructure; water-funded infra was completed as funds available to us. We've balanced full cost recovery with pricing that would be acceptable to customers.</p> <p>We've balanced full cost recovery with pricing that would be acceptable to customers.</p>
<p>2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:</p> <ul style="list-style-type: none"> • Overcoming retrofit costs borne by NPR customers • Overcoming perceptions of lesser quality for reuse water • Pressure to price reuse water below the price of potable water • Cost recovery: recovering the full capital and operating costs of providing reuse water <p>• Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools</p> <ul style="list-style-type: none"> • Other (specify) _____ 	<p>This will be an issue if we expand system in Ciy. Don't think this is an issue for irrigation purposes. We expect to do this to incentivize its acceptance. We can't currently expect to recover full capital/infrastructure investment; some subsidy from potable ratepayers as a result. If I understand question, yes we are aware that it's difficult to balance the apparent competing interests of these (or to align them effectively).</p>

Peoria, AZ

Section 3: Detailed Reuse Water Rate Structure Characterization

<p>3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?</p>	<p>No - standard rates for ALL customer classes regardless of volume.</p>
<p>3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?</p>	<p>Yes - base monthly meter charges increasing by size (duplicates those charged for potable water meters).</p>
<p>3.03 Is reuse water consumption metered?</p>	<p>Yes.</p>
<p>3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?</p>	<p>Yes, but not tiered; applied to entire volume.</p>
<p>3.05 Does your rate structure have a take or pay provision for any customers?</p>	<p>No.</p>
<p>3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?</p>	<p>There are variances in costs with some of our customers based on these factors. We elected to price consistently without regard to these.</p>
<p>3.07 Do you currently use seasonal rates?</p>	<p>No.</p>
<p>3.08 Do you currently have different rates for customers in different locations or zones?</p>	<p>No.</p>
<p>3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?</p>	<p>Yes with the approval of a permit.</p>
<p>3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.</p>	<p>City accounts \$133,512, HOAs \$571,489, Education \$10,392 for CY2018</p>
<p>3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?</p>	<p>Primarily based on the costs of production and delivery.</p>
<p>3.12 How did you allocate costs between water/sewer/and reuse water services?</p>	<p>We are assuming 25% of our wastewater plant production costs are allocable to reuse production.</p>
<p>3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?</p>	<p>We are not currently distributing costs to classes customers.</p>
<p>3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?</p>	<p>Rough idea that we are not capturing ALL related costs; many of the costs in providing (infrastructure & maintenance) are also recovered in our potable water pricing structure.</p>

Plum Creek Water Reclamation Authority, CO

Section 1: Reuse Water Utility Characterization

1.01	Name and title of utility professional being interviewed	Lissa Oelkers, Director of Admin Services; Wes Martin, Authority Manager
1.02	Name and address of agency	Plum Creek Water Reclamation Authority, 4255 N. US Highway 85, Castle Rock, CO 80108
1.03	Location served	Town of Castle Rock, other metropolitan districts in Douglas County (Castle Pines Metropolitan District, Castle Pines North Metropolitan District, the Town of Castle Rock)
1.04	Organization and superior or subordinate units	Stand-alone authority
1.05	Please describe the utility services that your agency provides	1986 Castle Pines Metro District WWTF (CPMD) - needed water for golf course - developed system before Authority was formed; Castle Pines North (CPN) and Town of Castle Rock (TCR) participated; reuse program for golf courses; supplied to golf courses at cost; early 2000s added Ridge Golf Course - CPNMD - no agreement, but reuse supplied - CPNMD can charge Ridge whatever they like; wastewater, reuse
1.06	What is the nature of your reuse service	Reclaimed wastewater effluent
1.07	Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	served within district - golf courses all located within (TCR, CPN, CPMD)
1.08	Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Three golf courses - can pull as much reuse water as they like, no limits to irrigation - changed in 2017 as TCR intends to recapture discharges up to their water rights; starting to affect golf courses ability to use water; public perception factors into end users
1.09	Please describe the customer classes served by your reuse water utility	Golf courses
1.10	Please provide data on the count of your customers by class	3; one additional golf course to be added this year; TCR tried to add parks and open space but had infrastructure issues and other restrictions; need for reuse due to growth and use of groundwater
1.11	Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	Varies on weather; each golf course could use up to 1 MGD; 2017 = 165 MG; 2016 = 147 MG; 2015 = 145 MG
1.12	Please describe any non-irrigation uses of reuse water being utilized in your service area	N/A
1.13	Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Town of Castle Rock intends to use effluent for ASR; indirect and direct potable uses; Committees and work groups are forming - many people opposed to direct potable reuse (livestock issue); public education with produce and beverages produced with direct potable reuse - negative perception - pumpkins grown with reuse water confiscated!
1.14	Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	Yes
1.15	Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	Wells - seeing a significant decrease in production and quality; supply not sufficient to meet future water demands; looking at indirect potable; projects in place for surface water; planning for future water demand is in place; available sources are indirect potable and participating share in WISE project; expensive, not readily available
1.16	Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	New supplies more expensive (WISE)
1.17	What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	Onsite reservoir - 33 MG storage on PCWRA property and distribution; 8 miles of pipe to golf course ponds, including future use to TCR; rest of irrigation system is owned by users (three members)
1.18	Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	Small components will be shared with TCR (design & construction) and built by PCWRA - TCR responsible
1.19	Are customers required to connect to your reuse facilities when service is available?	At this time, members are not required to connect

Plum Creek Water Reclamation Authority, CO

Section 2: Key Reuse and Reuse Rate Drivers

<p>2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?</p>	<p>Whole system had been developed by Metro District in 1986 before Authority was formed; recognized irrigation future would need reuse water</p>
<p>2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?</p>	<p>Aligned with wastewater on all counts; TCR is looking at reuse to be more aligned with water</p>
<p>2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.</p>	<p>Negative perception in spite of communications; golf courses complain about quality, overwatering evergreens, want an R/O system installed by PCWRA; requirements from Colorado Dept of Public Health and Environment (CDPHE) make reuse less feasible</p>
<p>2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?</p>	<p>The reuse infrastructure was funded by an IGA with CPMD & TCR initially prior to the formation of the Authority; PCWRA does not have impact fee, however the members might</p>
<p>2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?</p>	<p>Each member has potable water utility; use is only for golf course irrigation so impact on potable water use is not likely to be significant</p>
<p>2.06 Has the reuse utility impacted the revenue stability of your potable water utility?</p>	<p>N/A</p>
<p>2.07 At a high level, how would you describe your current reuse pricing approach?</p>	<p>COS-based</p>
<p>2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:</p> <ul style="list-style-type: none"> • Establishing a market -- getting/retaining reuse customers • Keeping reuse investment from burdening other customers • Recovering the full capital and/or operating cost of reuse • Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure • Reflecting the benefits derived from the reuse program • Other (specify) _____ 	<p>Unknown how pricing was developed at the beginning back in 1986; in 2001 a COS model was developed with board input based on capital and operating costs</p> <p>No; PCWRA has gathered data from other reuse providers to compare rates/values Yes Yes No; PCWRA supplies wholesale rates; members may upcharge a retail cost to its customers No</p>
<p>2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:</p> <ul style="list-style-type: none"> • Overcoming retrofit costs borne by NPR customers • Overcoming perceptions of lesser quality for reuse water • Pressure to price reuse water below the price of potable water • Cost recovery: recovering the full capital and operating costs of providing reuse water • Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools • Other (specify) _____ 	<p>Historically users have complained of expensive reuse water and asking for advanced water treatment options No Yes Yes Yes No</p> <p>Customers feel they are paying too much, worried about quality of product; review costs annually to see how PCWRA price compares to others (Aurora - considering pricing reuse at potable water rates)</p>

Plum Creek Water Reclamation Authority, CO

Section 3: Detailed Reuse Water Rate Structure Characterization

- 3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?
- 3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?
- 3.03 Is reuse water consumption metered?
- 3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?
- 3.05 Does your rate structure have a take or pay provision for any customers?
- 3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?
- 3.07 Do you currently use seasonal rates?
- 3.08 Do you currently have different rates for customers in different locations or zones?
- 3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?
- 3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.
- 3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?
- 3.12 How did you allocate costs between water/sewer/and reuse water services?
- 3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?
- 3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?

Customer-specific rates based on usage and cost shares of facilities used
No
Yes - required by the State
Yes, uniform rate per unit
No; most costs are jointly shared based on proportion of total usage; however, pump usage will differ and customers pick up their share of specific costs
Yes - pump station (electrical costs)
No
No
No; member communities require facilities requested to be paid for by customer
PCWRA; 2017 = \$276,830; 2016= \$276,894; 2015 = \$233,016
COS
Sewer and reuse cost allocations - PCWRA review and assignment of assets and/or share of operating costs for reuse
Based proportionate use of system and use of pumping facilities
COS-based so full costs of service; usage is relatively stable so revenue is projected to be fairly stable

San Antonio, TX

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	1.01 - Pablo Martinez, Planner III
1.02 Name and address of agency	1.02 - San Antonio Water System (SAWS), 2800 U.S. Hwy 281 North, San Antonio, Texas 78212
1.03 Location served	1.03 - SAWS service area within Bexar County
1.04 Organization and superior or subordinate units	1.04 - Public Water Utility under City of San Antonio municipal government
1.05 Please describe the utility services that your agency provides	1.05 - Potable water, sewer and recycled water services
1.06 What is the nature of your reuse service	1.06 - Provide non-potable water service to commercial, industrial, and environmental flows in rivers and streams
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	1.07 - SAWS service area includes the majority of Bexar County
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	1.08 - Recycled Water users are generally described as: irrigation, cooling tower, industrial and environmental flows
1.09 Please describe the customer classes served by your reuse water utility	1.09 - Irrigation, cooling tower, industrial and environmental flows
1.10 Please provide data on the count of your customers by class	1.10 - Irrigation customers = 64, cooling towers = 9, industrial = 2, environmental flows (river stream releases) = 3
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	1.11 - RW Irrigation = 9,464.83 AFY, RW Cooling Tower = 2,867.51 AFY, RW Industrial = 18 AFY, Environmental = 5,823 AFY (please note these are contracted volumes). Potable water use (2017 data) by customer class is residential = 112,588 AF, multifamily (apartments) = 30,642 AF, commercial = 50,946 AF, industrial = 7,270 AF, reuse = 11,633 AF
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	1.12 - Cooling tower, industrial (i.e. dust suppression, auto paint, etc.), environmental flow is river and streams
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	1.13 - The change noticed over the last 5 years and most likely will be in the future is smaller volumes requested, we see in-fill development so no expansions of system are anticipated at this time
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	1.14 - SAWS has 6,000 miles of potable water mains and 130 miles of recycled water mains plus adequate potable water supplies, the request to use recycled water is location driven
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	1.15 - SAWS' potable supply is 3% surface water and 97% ground water, recycled water is also available. SAWS potable water supply is sufficient up to the year 2070
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	1.16 - Recycled water cost = \$440 AF, potable commercial = \$844 AF, potable irrigation = \$2,421 AF (2018 rates)
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	1.17 - RW miles = 130 miles, ground storage tanks capacity ranges from 1 to 2.8 million gallons
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	1.18 - SAWS has built the majority of the 130 miles and individual customers have built some extensions, regardless of who builds the lines they become public mains
1.19 Are customers required to connect to your reuse facilities when service is available?	1.19 - No, connection and use is volunteer

San Antonio, TX

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01** What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02** Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03** How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04** How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05** How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06** Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07** At a high level, how would you describe your current reuse pricing approach?
- 2.08** Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
- Establishing a market -- getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09** Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
- Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

2.01 - In the late 1990s recycled water was considered a short term supply readily available and could be implemented locally, the system has been in operations approximately 20 years
2.02 - Recycled water is considered a third water source, it is treated wastewater therefore it has beneficial use however it is non-potable so it is restricted in use
2.03 - In the two decades that recycled water has been in use, the consistent water quality and low cost make it an attractive water source, the downside is recycled water is not available in all areas of the city. In the early days of the program SAWS employed the service of Public relations firms to help with public education, awareness and acceptance, today recycled water is generally accepted unfortunately not available everywhere
2.04 - Capital dollars and water supply fee dollars were used to construct the initial system, no impact fees
2.05 - In 2017 SAWS' total water use was 213,079 AF for all classes, recycled water was 5% of this total water use so the impact is more economic benefit
2.06 - The recycled water supply availability likewise has made available a similar volume of potable supply.
2.07 - Reuse pricing is not a true cost of service but considers subsidy plus potable water saved by use of recycled water allows more potable water in the water supply available at the higher rates
2.08 - The development cost of an acre-foot of recycled water was \$418 and acre-foot however potable prices at that time were less than \$300 an acre-foot for potable water Initial rates were same as potable, recycled water was not subject to cutbacks during droughts so this
2.09 - Pricing concerns Retrofit costs borne by NPR customers were given a credit on their bill. There are few concerns that NPR is lesser in quality. There is not much pressure to price recycled water below potable but strive to cost recovery.

San Antonio, TX

Section 3: Detailed Reuse Water Rate Structure Characterization

<p>3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?</p>	<p>3.01 - Rates for customer class, the SAWS recycled water rates only recognize customers that exchanged permitted ground water (exchange customers) and those customers who did not exchange permitted ground water (non-exchange) customers.</p>
<p>3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?</p>	<p>3.02 - Fees and other charges - there are no impact or connection fees for recycled water other than the monthly meter charge.</p>
<p>3.03 Is reuse water consumption metered?</p>	<p>3.03 - Recycled water meters are read monthly</p>
<p>3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?</p>	<p>3.04 - The rate is based upon the first 748,000 gallons and over plus there is a seasonal and non-seasonal rate which varies by cents so the average cost is \$1.34 per 1000 gallons</p>
<p>3.05 Does your rate structure have a take or pay provision for any customers?</p>	<p>3.05 - In 2014 SAWS started implementing take or pay rate structure</p>
<p>3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?</p>	<p>3.06 - There are two (2) rates, a "exchange" rate and "non-exchange rate", the exchange rate is a customer who traded over permitted ground water which is in SAWS inventory, these customers pay a rate at approximately \$80 an acre-foot compared to \$440 and acre-foot for non-exchange customers</p>
<p>3.07 Do you currently use seasonal rates?</p>	<p>3.07 - Yes</p>
<p>3.08 Do you currently have different rates for customers in different locations or zones?</p>	<p>3.08 - No</p>
<p>3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?</p>	<p>3.09 - Customers pay for the connection which cost approximately \$50,000 to tap a concrete lined steel cylinder pipe, SAWS provides the meter to the customer, there are no connection fees</p>
<p>3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.</p>	<p>3.10 - In 2017 recycled water revenues were \$5.6 million dollars 2016 - \$5,690,846, and 2015 - \$5,097,050</p>
<p>3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?</p>	<p>3.11 - Rate structure is based on cost of services current and future</p>
<p>3.12 How did you allocate costs between water/sewer/and reuse water services?</p>	<p>3.12 - Cost allocation breakdown for the all water rates are as follows: 55% of increase goes to water delivery, 21% goes to water supply and 24% goes to wastewater service</p>
<p>3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?</p>	
<p>3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?</p>	<p>3.14 - Approximately half the cost of commercial potable water, 1 acre-foot of RW = \$437 (2018), 1 acre-foot of potable commercial water = \$844, 1 acre-foot of potable irrigation water = 2,421 (2018)</p>

San Diego, CA

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	Lee Ann Jones-Santos, Finance Director
1.02 Name and address of agency	9192 Topaz Way San Diego, CA 92123
1.03 Location served	
1.04 Organization and superior or subordinate units	City
1.05 Please describe the utility services that your agency provides	Water, sewer, recycled. Water within the City, sewer - joint agreement with other agencies for wastewater service.
1.06 What is the nature of your reuse service	City of San Diego and 3 additional contracts: OTY, Olivenhein Municipal and the City of Palme?! And one more. 3 additional agencies. Non-potable recycled water.
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	\$420 million on 2 water reclamation plants. \$25M covered by state and federal grants.
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Mostly commercial, Irrigation, dust control and use in cooling towers. irrigation. We do have a program manager in charge of the recycled water system.
1.09 Please describe the customer classes served by your reuse water utility	No in terms of rate structure. One recycled water rate for all customers.
1.10 Please provide data on the count of your customers by class	728 customers retail, 5 wholesale (3 agencies and 2 wholesale)
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	7483 square feet - recycled water 2018. Since 1997, recycled water produced by the City. Suitable for irrigation, industrial and non-potable
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	Industry, cooling towers. 3 other utilities pass it on to their customers. Office building fixtures (toilet, urinal flushing), dust suppression, construction
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	We have had program for quite a long time. How it changes? We are doing the pure water program, we will have to evaluate. Right now we are doing in field customers, that can connect to existing system, we will have to evaluate for future if not on system. Pure water program - taking wastewater and creating a potable water source. Key is by the time we complete, it will provide us 1/3 of our water supply, decrease offload from one of our treatment plants. Approval for construction contract, working with regulators for many years. We need to do phase 1. We do not plan to stop recycled program, but future expansion will have to be evaluated.
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	None that she knows. There is a difference in cost. If you are a golf course, and you can connect to the recycled water program.
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	Supply - purchase from San Diego County Water Authority, Colorado River, Bay delta. And local water. What we purchase - 85-90% per year. As that becomes more expensive, some additional local supply that we are in charge of will help. Pure water program.
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	3300 miles of water pipe, service area 404 square miles for the water system. 325 sq. miles for the City. 1.4 million population served. Not sure on recycled system.
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	It depended on the time when we did it. Defer to program manager.
1.19 Are customers required to connect to your reuse facilities when service is available?	

San Diego, CA

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01 What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02 Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03 How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04 How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05 How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06 Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07 At a high level, how would you describe your current reuse pricing approach?

- 2.08 Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
 - Establishing a market – getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09 Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
 - Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Don't know if I can comment on that. to conserve the potable water. Will ask program manager.
Currently, people are happy to have it as a source of water
We received incentives from MWD (Metropolitan Water District). We also had some grant funding. She will confirm if they charge an impact fee.
Defer to program manager. It is a small component of our overall water supply, but it is important.
It is a small component of the total budget.
Pending litigation. In 2015 the city council with prop 2018 approved 5 year rates - FY16-FY20. Recycled rates approve to rise to \$1.73 per HCF starting Jan 1 2016. It will be reevaluated again with our next COS.

Section 3: Detailed Reuse Water Rate Structure Characterization

- 3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?
- 3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?
- 3.03 Is reuse water consumption metered?
- 3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?
- 3.05 Does your rate structure have a take or pay provision for any customers?
- 3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?
- 3.07 Do you currently use seasonal rates?
- 3.08 Do you currently have different rates for customers in different locations or zones?
- 3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?
- 3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.
- 3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?
- 3.12 How did you allocate costs between water/sewer/and reuse water services?
- 3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?
- 3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?

Just the one volumetric rate per acre foot. Each wholesaler has an individual contract.
Yes, it is metered.
The wholesale customers - yes there could be one or more. She does not have specifics.
Potable system - tiered system for SFR, different rates for commercial. No seasonal rates.
No
No

St. Petersburg, FL

Section 1: Reuse Water Utility Characterization

- 1.01 Name and title of utility professional being interviewed
- 1.02 Name and address of agency
- 1.03 Location served
- 1.04 Organization and superior or subordinate units
- 1.05 Please describe the utility services that your agency provides
- 1.06 What is the nature of your reuse service
- 1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.
- 1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.
- 1.09 Please describe the customer classes served by your reuse water utility
- 1.10 Please provide data on the count of your customers by class
- 1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class
- 1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area
- 1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?
- 1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?
- 1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?
- 1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?
- 1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.
- 1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?
- 1.19 Are customers required to connect to your reuse facilities when service is available?

Mr. Claude Tankersley, P.E.	Public Works Administrator
City of St. Petersburg P.O. Box 2842 St. Petersburg, FL 33731-2842	
St. Petersburg, FL area.	
City of St. Petersburg, FL > Public Works Administration > Water Resources Department / Stormwater, Pavement, and Traffic Operations Department / Engineering & Capital Improvements Department / Fleet Management Department	
The City supplies retail water to its residents and those of the City of South Pasadena, as well as the unincorporated areas of Bear Creek, Lealman, Gandy Boulevard, Seminole, Bay Pines in Pinellas County, and certain customers previously unincorporated but currently annexed by other municipalities. The City supplies wholesale water to the City of Gulfport. The City supplies retail wastewater service to its residents and certain areas of unincorporated Pinellas County. The City supplies wholesale wastewater service to the Cities of South Pasadena, Gulfport, St. Pete Beach, and Treasure Island, and to the Bear Creek Sanitary District, Fort DeSoto Park, and Tierra Verde Utilities, Inc. The City provides reclaimed water as an alternative to potable water. More than 12,000 customers use this source for irrigating lawns and landscapes. Some non-residential customers also use reclaimed water for industrial purposes such as in cooling systems.	
The City has approximately 12,000 reclaimed water customers that use an average of 18.35 MGD of recycled water to irrigate more than 8,149 acres of turf grass and landscape material. Single-family residential irrigation comprises the largest irrigation areas by type within the City. The system also supports a number of air conditioning cooling towers and provides increased fire protection with 305 fire hydrants to supplement the existing emergency services. Today, the City's reclaimed water product is discharged to the City's public access reclaimed water distribution system. Excess reclaimed water is discharged to Class 1 Injection Wells.	
Reclaimed water is provided only within the City and to a limited customer base of approximately 11,100 customers. For comparative purposes, of as May 2018, the Water Resources Department had approximately 93,500 water service accounts and 82,400 wastewater service accounts. See answer provided to survey question 1.05 for a description of areas served by the City.	
The City has approximately 12,000 reclaimed water customers that use an average of 18.35 MGD of recycled water to irrigate more than 8,149 acres of turf grass and landscape material. Single-family residential irrigation comprises the largest irrigation areas by type within the City. The system also supports a number of air conditioning cooling towers and provides increased fire protection with 305 fire hydrants to supplement the existing emergency services.	
Residential, Commercial, and Governmental. From a rates perspective, Unmetered Service and Metered Service.	
Residential 11,603, Commercial 389, Govt. 120 of Total 12,112	
2 customers: largest UNC - went online in early 2009, reason we got into it, we partnered with the university (some entity mandated that state organizations reduce their potable water use), Impetus for university to partner. University paid for construction of the facility They reduced their potable water use by 25%. they use it for irrigation around the campus, sports fields, flushing in some of the newer buildings. primary use is in the water cooling towers for HVAC. Second customer is a large church campus that is along the pipeline, very easy for them to plug in. Church is mostly for irrigation, an addition on their facility to flush toilets. They use a fraction of the reuse water we produce.	
The system also supports a number of air conditioning cooling towers and provides increased fire protection with 305 fire hydrants to supplement the existing emergency services.	
Not likely. Any customer growth would occur through situational CIP spending.	
The City's reclaimed water product is discharged to the City's public access reclaimed water distribution system under FDEP Master Permit Number FLA012881. Excess reclaimed water is discharged to Class 1 Injection Wells permitted by FDEP.	
The City currently purchases its raw water from Tampa Bay Water, a Regional Water Supply Authority. Tampa Bay Water meets the region's drinking water needs with a diverse, flexible supply network, state-of-the-art quality monitoring, and protection of the natural environment. The region's water is blended from three different sources: groundwater, surface water, and desalinated sea water. The water supply to the City is provided by Tampa Bay Water from groundwater well fields located in Hillsborough and Pasco Counties; surface water from the Hillsborough and Alafia rivers; and, a seawater desalination plant located at Apollo Beach, FL. The City is connected to the regional water system at the Cosme Water Treatment Plant through a 42-in main, which connects the South Pasco Well Field to the 84-in main from Cypress Creek Pumping Station.	
No	
There are 287 miles of pipe in the City's reclaimed water distribution system. Reclaimed water storage is contained at the three Wastewater Reclamation Facilities and the combined capacity is 25 million gallons. The distribution system is configured in specific runs around schools, parks, golf courses and salt intrusion areas.	
City of St. Petersburg	
No	

St. Petersburg, FL

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01** What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02** Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03** How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04** How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05** How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06** Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07** At a high level, how would you describe your current reuse pricing approach?
- 2.08** Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
- Establishing a market – getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09** Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
- Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

In 1972, the Wilson-Grizzle Bill was enacted by the Florida Legislature. It required all communities in the Tampa Bay area to cease discharging wastewater into Tampa Bay or to treat their discharge with advanced wastewater treatment technology to reduce nitrogen and phosphorous concentrates. The City evaluated the alternatives of continuing surface water discharge with a high advanced wastewater treatment quality of effluent from its water reclamation facilities or changing to a reclaimed wastewater effluent disposal system. Based on the cost of constructing and operating advanced wastewater treatment nutrient removal facilities, and considering the water supply system's vulnerability, the City opted to upgrade the water reclamation facilities slightly to advanced secondary treatment and implement an effluent recycling and deep well injection program that result in zero-discharge to surface waters.
Both water and wastewater. Reduce potable demands while providing an alternative method of effluent disposal.
The response was overall positive and accepting of the use of reuse water. Utility bill inserts flyers and social media spread awareness and educated citizens of the cost benefits versus potable water and the impact on water conservation. This raised the awareness and understanding of the use of reuse water.
Through Reuse rates but subsidized equally between water and wastewater ratepayers.
Yes. Potable water demands are reduced by the use of reclaimed water for irrigation of turf and other landscape materials.
Yes, from the perspective that the potable water/sewer rates subsidize cost under recovery for reuse water.
Entity decision to subsidize reuse business through water and sewer rates as of now. Significant rate increases above water and sewer increases over the next 6 years to reduce the subsidy.
There was extensive discussion during the development of our utility which is also revisited periodically.
No, other than the current subsidy by water and sewer rate payers.

St. Petersburg, FL

Section 3: Detailed Reuse Water Rate Structure Characterization

<p>3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?</p>	<p>No, does not differ by customer class. Rates are either Metered or Unmetered. Metered service costs \$0.83 per Kgal (\$29.59 minimum); whereas Unmetered service costs a flat monthly fee of \$29.59 for parcels up to 1 acre and \$16.98 per additional acre.</p>
<p>3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?</p>	<p>For unmetered customers , a Flat Monthly Charge with an additional flat charge for additional acreage.</p>
<p>3.03 Is reuse water consumption metered?</p>	<p>Most reuse customers are not currently metered consumption.</p>
<p>3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?</p>	<p>The reclaimed water use is not metered therefore the rate is not tiered and there is a flat rate for all customers which is based on the property size. For properties with one acre or less the current flat rate is \$29.59 with the price going up by \$16.96 for each additional acre. There is only one metered industrial customer that is billed \$0.83 per each 1000 gallons.</p>
<p>3.05 Does your rate structure have a take or pay provision for any customers?</p>	<p>No</p>
<p>3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?</p>	<p>No</p>
<p>3.07 Do you currently use seasonal rates?</p>	<p>No</p>
<p>3.08 Do you currently have different rates for customers in different locations or zones?</p>	<p>No</p>
<p>3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?</p>	<p>Yes. There is a charge for meter installation which is \$620.51 for a one inch service line. The 1.5 and 2 inch connections are done at cost.</p>
<p>3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.</p>	<p>Client needs to provide. Ticket out to DOTs to obtain the data/report.</p>
<p>3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?</p>	<p>Rates set below cost of service/subsidized by water and sewer rates. Attempting to move towards cost based reuse rates with higher percent increases than water rate increases over a six year period.</p>
<p>3.12 How did you allocate costs between water/sewer/and reuse water services?</p>	<p>Typical COS fashion.</p>
<p>3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?</p>	<p>Generally on COS principles and acreage. Reclaimed water use is not metered therefore the rate is not tiered and there is a flat rate for all customers that is based on property size. For properties with 1 acre or less the flat rate is \$29.59 which goes up by \$16.96 for each additional acre.</p>
<p>3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?</p>	<p>Not fully recovering allocated reuse costs as the water and sewer rates. Each subsidize approximately 75% of the cost of shortfall.</p>

Toho Water Authority, FL

Section 1: Reuse Water Utility Characterization

1.01 Name and title of utility professional being interviewed	Mr. Rodney Henderson, Director of Business Services
1.02 Name and address of agency	TOHO Water Authority, 951 M.L.K. Blvd. Kissimmee, FL 34741
1.03 Location served	Greater Kissimmee, FL area
1.04 Organization and superior or subordinate units	
1.05 Please describe the utility services that your agency provides	Potable Water, Sewer, and Reclaimed Water
1.06 What is the nature of your reuse service	Residential irrigation and Bulk use (Irrigation, Fire Protection, and Electric Generation (Duke Energy))
1.07 Please describe the geographic area served by your reuse system. How does the reuse water service area differ from: broader jurisdictional boundaries, and your water and/or sewer service area.	
1.08 Generally describe the end users of your reuse water - large versus small retail, and are there wholesale users? Generally describe the uses to which reuse water is being applied.	Residential Irrigation and Bulk A and Bulk B(Irrigation, Fire Protection, Electric Energy - Duke Energy)
1.09 Please describe the customer classes served by your reuse water utility	See 1.08 above
1.10 Please provide data on the count of your customers by class	14,500 Residential, 3 Bulk A and 4 Bulk B
1.11 Please provide data on the volumetric delivery of reuse water as well as potable water by customer class	FY16 Res. 1,982,502 (TGAL), Bulk A 1,563,355 (TGAL), Bulk B 371,421 (TGAL)
1.12 Please describe any non-irrigation uses of reuse water being utilized in your service area	Fire Protection and Electric Generation
1.13 Describe the change in your customer base that you foresee in the next 5 to 10 years. Is your growth reflecting geographic expansion of the reuse system, economic development, native population growth, or expansion driven by shortages in different sources of water supply? Are there particular customer classes that are growing or shrinking?	Our growth forecast call for a moderate and steady growth rate in the next 5 to 10 years between 2.5% and 4% primarily the result of projected economic development activity.
1.14 Are local, regional, or state restrictions on the use of potable water for irrigation or other uses of water relevant?	None
1.15 Please describe the source of potable water supply used by your community. Is the supply sufficient to meet the anticipated future demands? What other water supply sources are available?	Water facilities currently rely exclusively on ground water derived from the upper Floridan aquifer. The supply is not sufficient to meet the anticipated future demands. Alternative Water Supply project are being evaluated such as ... <ul style="list-style-type: none"> • Use of the brackish portion of the Lower Floridan aquifer near Cypress Lake; (in preliminary design phase) • Upper Kissimmee River water supply and storage; • Indirect aquifer recharge via the Lake Wales Ridge; • Brackish water supply development in east Osceola County; and • Taylor Creek Reservoir (TCR) Surface Water Treatment.
1.16 Are there significant known or projected differences in costs of new supplies relative to existing supplies, and what is the magnitude of these differences?	
1.17 What is the size and general configuration of your distribution system: miles of pipe; storage; area-wide versus specific runs; etc.	122 miles of transmission main and 191 miles of distribution main
1.18 Who is responsible for building the linear assets in your system? Who owns the linear assets in your system?	TOHO Water Authority
1.19 Are customers required to connect to your reuse facilities when service is available?	No

Toho Water Authority, FL

Section 2: Key Reuse and Reuse Rate Drivers

- 2.01** What were the drivers that lead your agency to implement a reuse water utility in the first place? How long has it been?
- 2.02** Does your utility consider reuse to be more closely aligned with wastewater or water? Technically? Organizationally? From a customer viewpoint?
- 2.03** How would you characterize the public's response to the use of reuse water? Include awareness, understanding, and acceptance.
- 2.04** How did you fund the initial capital cost of building your reuse water infrastructure? Do you have reuse impact fees?
- 2.05** How has the availability of reuse water impacted your potable water utility? Has it impacted the total use, peak use, irrigation use, industrial use? How is total (the sum of potable and reuse) water demand different from before reuse water was available?
- 2.06** Has the reuse utility impacted the revenue stability of your potable water utility?
- 2.07** At a high level, how would you describe your current reuse pricing approach?
- 2.08** Did you have extensive reuse pricing discussions during the development of your utility or before the rate structure was established? Did you consider different pricing objectives such as:
- Establishing a market -- getting/retaining reuse customers
 - Keeping reuse investment from burdening other customers
 - Recovering the full capital and/or operating cost of reuse
 - Factoring in the cost of the next best alternative water supply as part of the cost allocation process underpinning the pricing structure
 - Reflecting the benefits derived from the reuse program
 - Other (specify) _____
- 2.09** Do you know of current, ongoing, pricing concerns relative to your reuse rates? For example:
- Overcoming retrofit costs borne by NPR customers
 - Overcoming perceptions of lesser quality for reuse water
 - Pressure to price reuse water below the price of potable water
 - Cost recovery: recovering the full capital and operating costs of providing reuse water
 - Alignment: concerns over the fundamental drivers for reuse versus currently available cost recovery options and pricing tools
 - Other (specify) _____

Reduce potable water demands and additional use of wastewater effluent
Our utility has a past practice of aligning the reuse evenly between wastewater and water.
Public awareness is based on customer class; large commercial and bulk users have a more heightened awareness than retail customers. However, retail customers are more sensitive to watering days and availability to maintain lawns especially in planned communities with HOAs.
Collected through water, sewer, and reclaimed water rates; reclaimed water revenues do not cover full allocated reclaimed costs
Reduced potable water peak demands
Water and sewer rates subsidize reclaimed water rates/allocated costs.
Authority is attempting to reduce over time the subsidy of reclaimed water rates by the water and sewer rates
Yes, our utility took steps to evaluate several factors, including those listed, when it established and subsequently revised our reuse rate structure,

Toho Water Authority, FL

Section 3: Detailed Reuse Water Rate Structure Characterization

<p>3.01 Does your rate structure differ by customer class? Do you have unique customer-specific rates for large customers?</p>	<p>Yes. Bulk A customers have no pumping or storage capabilities while Bulk B customers have pumping and storage capabilities so they have lower rates than Bulk A</p>
<p>3.02 Does your rate structure include any fixed fees, readiness to serve charges, or any other base rate (including a flat monthly charge)?</p>	<p>Yes.</p>
<p>3.03 Is reuse water consumption metered?</p>	<p>Yes</p>
<p>3.04 Does your rate structure include a volumetric rate? If so, is the rate tiered? Do rates differ by customer class?</p>	<p>Yes</p>
<p>3.05 Does your rate structure have a take or pay provision for any customers?</p>	<p>No</p>
<p>3.06 Are there any customer-specific differences in rates to reflect customer provision of their storage, interruptability, proximity to your facilities, or alternate sources of supply?</p>	<p>Yes, see 3.01 above</p>
<p>3.07 Do you currently use seasonal rates?</p>	<p>No</p>
<p>3.08 Do you currently have different rates for customers in different locations or zones?</p>	<p>No</p>
<p>3.09 Do you currently charge meter installation, tap, and/or connection fees for reuse service?</p>	<p>Yes</p>
<p>3.10 Please provide annual fixed and volumetric revenues for each reuse customer class for the last three years.</p>	<p>FY16 Reclaimed Revenue totals \$7.5 M while potable water is \$31.5 M</p>
<p>3.11 What is the basis for the numbers in your current rate structure? Did cost of service drive your existing rate structure? Did you set rates at a percentage of the potable water rate or as a percentage of the marginal cost for the next alternative water source?</p>	<p>Reclaimed rates are set at 60% of potable water irrigation rates</p>
<p>3.12 How did you allocate costs between water/sewer/and reuse water services?</p>	<p>Through a cost allocation study</p>
<p>3.13 How did you distribute reuse costs to different classes of customers or individual contract customers?</p>	<p>Through a cost allocation study</p>
<p>3.14 How adequate are your rates when compared to the full costs of service to provide reuse water? Does your answer reflect what you "just know", or a focus on the incremental costs, or a knowledge of the fully allocated costs of service? How do you cover residual costs?</p>	<p>Based on the last cost allocation study performed, reclaimed rates set at 91% of allocated costs. Reflects a concerted effort to raise the reclaimed from 82% of allocated costs</p>





**American Water Works
Association**

Memorandum

To: City of Flagstaff
From: WestWater Research
Date: April 7, 2021
Re: Reclaimed Water Pricing Policy and Economic Value of Water

Background and Purpose

The City of Flagstaff (“Flagstaff” or “City”) is completing a comprehensive review of its reclaimed water services to support the development of a Reclaimed Water Master Plan. A portion of the assessment of reclaimed water services is a review of the costs associated with providing reclaimed water, revenue requirements, the current rate structure, and relevant policy considerations in the context of a broader analysis of price setting and provision of service. In addition, an analysis of the economic value of reclaimed water may provide useful context to guide decision making related to resource allocation. This memorandum is organized to contain the following:

- Overview of Flagstaff’s reclaimed water supply and infrastructure
- Background on the City’s historical and current reclaimed water service
- Review of historical costs of providing reclaimed water and reclaimed water revenues
- Description of the current reclaimed water rate structure
- Comparative analysis of reclaimed water rate structures in other communities throughout Arizona
- Synthesis of rate structure and water policy considerations
- Analysis of the economic value of reclaimed water
- Summary of key considerations related to rate setting and resource allocation

Flagstaff’s Reclaimed Water Supply

The City of Flagstaff operates two water reclamation facilities (WRF), Rio de Flag and Wildcat Hill, to treat wastewater and produce Class A+ reclaimed water.¹ The Rio de Flag WRF is located just south of downtown Flagstaff and has a treatment capacity of 12.3 acre-feet (AF) per day. The Wildcat Hill WRF is located northeast of downtown and has a treatment capacity of 18.4 AF per day. Together, the two plants have a maximum treatment capacity of 11,200 AF of reclaimed water per year. Table 1 shows the volume of reclaimed water produced, delivered and discharged at both WRFs for the last five years.

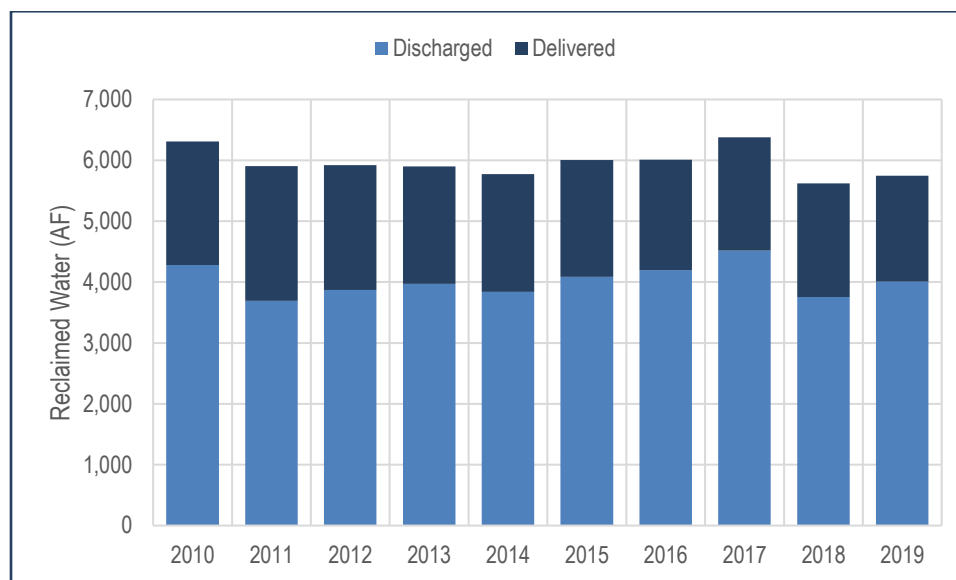
¹ The Arizona Department of Environmental Quality (ADEQ) regulates the production of reclaimed water including assigning quality ratings (Class A+, A, B+, B, and C) based on the treatment process, with A+ being the highest rating.



Table 1: Reclaimed Water Production and Delivery (2015 - 2019)

Year	Produced (AF)			Delivered to Reuse (AF)	Discharged to Rio de Flag (AF)
	Wildcat Hill	Rio de Flag	Total		
2015	3,853	2,183	6,036	1,952	4,084
2016	3,795	2,182	5,976	1,782	4,194
2017	4,205	2,088	6,293	1,776	4,517
2018	3,735	1,827	5,563	1,810	3,753
2019	4,098	1,714	5,812	1,805	4,007

Since 2010, the total reclaimed water produced at both WRFs has averaged 5,960 AF per year, with a maximum production of 6,377 AF in 2017 and a minimum production of 5,623 AF in 2018. During the same period, the annual volume of reclaimed water delivered to reuse customers ranged from 1,740 AF to 2,212 AF (29% - 37% of total annual production). About 4,000 AF per year of produced reclaimed water is uncommitted, meaning it is not reserved for delivery to customers. A portion of reclaimed water that is not delivered to customers is used to meet environmental commitments, including maintaining water levels in Frances Short Pond during the dry months and maintaining minimum flows in the Rio de Flag. As a result of minimal capacity for reclaimed water storage, the remainder of produced reclaimed water is discharged into Rio de Flag. Some of that discharge percolates into the underlying aquifer and is later recovered by the City's water supply wells. The total volume of reclaimed water delivered to customers and discharged to the Rio de Flag for each year from 2010 to 2019 is shown in Figure 1. By 2054, it is expected that uncommitted reclaimed water availability will increase to about 5,000 AF per year.²

Figure 1: Reclaimed Water Delivery to Reuse and Discharge to Rio de Flag (2010 - 2019)

Flagstaff's Reclaimed Water Service

The City of Flagstaff has been providing reclaimed water to customers since the 1960s. The Continental Country Club was the first customer to receive reclaimed water from the City. Since then, the City has expanded the reclaimed customer base to now serve about 70 customers using reclaimed water for non-potable residential, landscape irrigation,

² Analysis by Brown & Caldwell for City of Flagstaff Reclaimed Water Master Plan.



commercial, and manufacturing purposes. A map of the City's current reclaimed water distribution system is available in Appendix A.

Reclaimed Water Purchase Agreements

Each reclaimed water customer in the City of Flagstaff must execute a reclaimed water purchase agreement to receive reclaimed water service. Generally, these agreements include:

- A limited term between 5 – 20 years
- A specified total maximum peak monthly delivery rate
- A specified total annual maximum delivery volume
- A description of the place and purpose of the reclaimed water use

Some reclaimed water purchase agreements have additional provisions to clarify details of each party's responsibilities in the agreement. For example, the Arizona Snowbowl is required to pay an Annual Minimum Payment equivalent to the cost to the City associated with providing 138 AF of reclaimed water. The Annual Minimum Payment is required regardless of the volume of reclaimed water delivered to the Arizona Snowbowl, and this payment is applied to the first 138 AF of delivered reclaimed water each year. Based on the reclaimed agreements reviewed by WestWater, all reclaimed customers are charged the reclaimed water rates approved by City Council, and there are no provisions for special rates within the purchase agreements. The City's current reclaimed water rates are provided in Appendix B.

Historical Pricing and Allocation

Historically, reclaimed water was provided by Flagstaff on a first come first served basis and was priced based on policy rather than cost of service. The first customers of reclaimed water were golf courses, and a declining block rate structure was assigned to these users to encourage off-peak use. The establishment of a pricing structure to incentivize consumption was motivated in part by a lack of storage for reclaimed water in the system. In 1993, reclaimed water rates were set to 75% of potable water rates, and in 2002 a City Council ordinance adjusted reclaimed water rates to be set at 35% of potable water for most uses. In 2010, rates were adjusted again to reflect revenue requirements determined through a cost of service study. The primary goal of reclaimed water rate setting has been cost recovery, with revenue targets set to recover operational and capital improvement costs. Investment in the reclaimed water system distribution infrastructure (purple pipe delivery) has been somewhat limited in the past, due to the City lacking a firm understanding of how reclaimed water demand might grow in the future. Due to the high installation expense, most purple pipe to date has been constructed to serve specific customers.

Current Pricing and Allocation

Demand for reclaimed water in Flagstaff has increased, and for the past several years the City has not been able to execute new reclaimed water purchase agreements due to distribution limitations. During peak demand the reclaimed water system is fully committed, meaning existing water delivery commitments use the full system capacity. However, reclaimed water demand varies seasonally, with the lowest demand in March and November, and the highest demand in June and July for turf irrigation purposes. Current rates for reclaimed water are approved by City Council and are set to collect revenues sufficient to cover operational costs and anticipated capital improvement expenses (see current potable and reclaimed water rates in Appendix B). In 2014, the City adopted a policy to guide reclaimed water allocations which states that distribution of reclaimed water will prioritize renewing existing agreements, then will allocate to new agreements in which reclaimed water will offset potable demand, and finally, will allocate to uses that provide community benefits.



Historical Cost of Providing Reclaimed Water

The City has a goal of ensuring that the reclaimed water fund is self-sustaining, and not subsidized by the potable, wastewater, or stormwater funds.³ Beginning in fiscal year 2016, the reclaimed water fund expenses and revenues have been accounted for independently of other water funds. The expenses and revenues of the reclaimed water fund for FY 2016 – 2020 are presented in Table 2.

Table 2: Reclaimed Water Fund Summary

Fiscal Year	Revenues	Expenditures	Annual Net Revenue
FY 2016	\$1,031,188	\$342,601	\$688,586
FY 2017	\$712,179	\$446,344	\$265,835
FY 2018	\$1,413,774	\$528,110	\$885,664
FY 2019	\$818,176	\$520,521	\$297,655
FY 2020	\$1,122,464	\$464,381	\$658,083

Reclaimed water fund revenues and expenditures fluctuate from year to year, however the fund has maintained a positive annual net revenue for the last five fiscal years. Annual net revenues contribute to the reclaimed water enterprise fund and are used to support operations and maintenance, capital improvements, and maintenance of working capital. Variability in expenditures is largely attributable to changing costs of maintenance and staffing along with investments in capital improvement between years. Reclaimed water fund revenues are comprised of fixed charge revenues and variable charges based on consumption volume. Annual weather patterns affect the demand for reclaimed water and changes in revenue are associated with changes in demand. In addition, changes in the reclaimed water customer base affect the revenue earned from fixed charges. In recent years, only about 30-35% of reclaimed water produced has been delivered to reclaimed water customers contributing to revenue generation. The volume of reclaimed water delivered to customers is limited by system capacity constraints in the summer months and Flagstaff's commitment to environmental and other non-revenue uses of reclaimed water.

Infrastructure and Capital Improvement

The reclaimed water system includes existing infrastructure as well as plans for continued capital improvement projects. The City plans to invest in two infrastructure projects in the next two years that will increase reclaimed system capacity. The first will be to address a bottleneck in the distribution line, which is expected to add 0.4 million gallons per day (mgd) (448 AF/year) of reclaimed water delivery capacity. The second project, scheduled for FY 21, will be to upgrade a booster station at the Wildcat Hill WRF adding an additional 1.2 mgd (1,344 AF/year) to the reclaimed system distribution capacity. Together, these capital improvement projects will yield an added 1.6 mgd (1,792 AF/year) to the reclaimed water system distribution capacity.

Reclaimed Water Rate Structure

The City of Flagstaff follows the 2014 Principles of Sound Water Management Policy C1.1 outlined in the Utilities Integrated Master Plan which states:

“the City shall have a goal of a minimum of full cost recovery for reclaimed water that is delivered within and outside of the City’s incorporated limits. To the extent the City Council determines whether these charges discourage the use of reclaimed water, the charges for reclaimed water shall be adjusted to encourage its use. The adjusted charge will be subsidized by the water rate customers.”⁴

³ Communication with City of Flagstaff Water Resource Manager Erin Young. September 28, 2020.

⁴ City of Flagstaff – Utilities Division. 2014. Utilities Integrated Master Plan.

https://www.flagstaff.az.gov/DocumentCenter/View/44363/Master_Policies_April_1_2014_Final_proof-version?bidId=



The current rate structure for reclaimed water service in the City of Flagstaff was last updated effective August 1, 2020. Rate structure design for the City is supported by a rate study completed by Willdan Financial Services in 2016 and structured to be applicable through 2020. Current rates include a monthly fixed charge for users based on the size of the meter, and a volumetric charge based on monthly water use.

The Principles of Sound Water Management Policy A3.1 stipulates that 25% of reclaimed water revenues should be generated from fixed charges and the remainder of required revenues generated from commodity rates. Flagstaff City Code outlines the justification for the monthly service charge for reclaimed water, designed to cover the fixed costs of operation and maintenance of the reclaimed water system. The monthly service charge is applied to customers with a reclaimed water connection, regardless of whether reclaimed water is used.⁵

The volumetric charges include a tiered structure for single family residential connections and golf courses, as well as a rate differential for connections inside the City and connections outside of the City to account for greater costs associated with delivery for connections outside of the City. In addition, the Flagstaff City Code includes provision that reclaimed water rates shall be set to 35% of potable water rates for customers that do not require a main extension, and 75% of potable rates for customers that do require a main extension, beginning in 2021.⁶ A full description of the current potable and reclaimed water rates is available in Appendix B.

Current Reclaimed Water Demand and Revenues

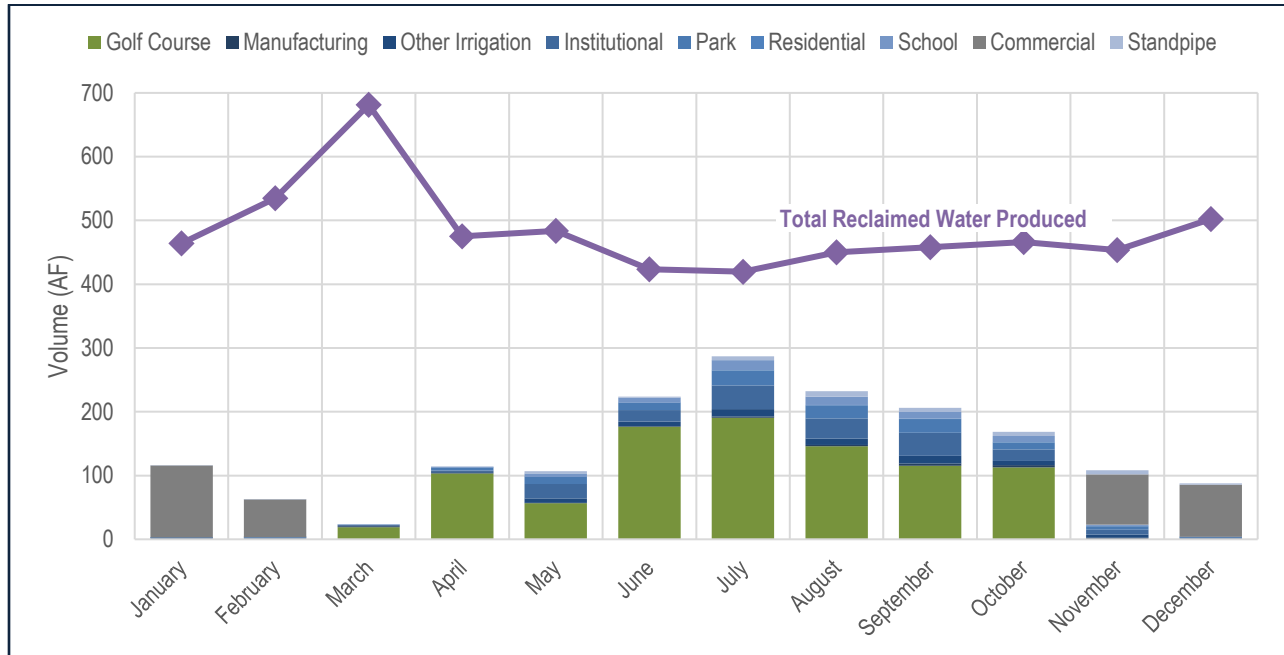
Reclaimed water revenues fluctuate with changing demand throughout the year. Peak demand occurs in the summer, largely driven by irrigation demand of the golf courses that are reclaimed water customers. In 2019, reclaimed water deliveries for the month of July totaled 287 AF. Reclaimed water demand in the winter months is dominated by use at the Arizona Snowbowl, which uses reclaimed water for snowmaking. Between the months of December – February 2019, more than 90% of delivered reclaimed water was delivered to the Snowbowl. Winter delivery of reclaimed water to the Snowbowl is an important source of revenue generation in months that would otherwise have very low reclaimed water demand. Figure 2 shows the volume of reclaimed water produced in each month of 2019, along with the volume of water delivered by customer type.

⁵ City of Flagstaff. City Code. Title 7, Chapter 3, Section 18 – Reclaimed Water Rate Schedule.

⁶ City of Flagstaff. City Code. Title 7, Chapter 3, Section 18 – Reclaimed Water Rate Schedule.



Figure 2: 2019 Reclaimed Water Production and Deliveries by Customer Type



Reclaimed Water Rates in Arizona Communities

The production and distribution of reclaimed water by wastewater utilities is a relatively new service. Reclaimed water pricing policies are still being developed for many reclaimed water providers.⁷ It is useful to examine pricing data from comparable reclaimed water providers to understand the pricing strategies that are currently being applied in Arizona. This section compares Flagstaff's reclaimed water rates to rates charged by 30 other utilities throughout Arizona with service populations ranging from a few hundred to nearly 700,000.

The 2017 City of Flagstaff Financial Plan and Rate Analysis Report indicates that the City charges reclaimed water rates that are lower as a percent of potable water rates than many other communities in Arizona. Reclaimed water rates at the time of the report were set at 32% of the potable water rates in the City, whereas other communities such as Tucson, Oro Valley, and Flowing Wells charged reclaimed water rates that were above 50% of the potable water rates.⁸

On a per unit charge basis, Flagstaff's reclaimed water rates fall just below the average of Arizona water utilities providing reclaimed water service that were included in the analysis. Among 30 Arizona reclaimed water providers analyzed, the average rate for users within city limits in 2019 was \$465/AF. Considering only public utilities, the average rate for reclaimed water in 2019 \$583/AF. The highest per unit rates for reclaimed water, all above \$815/AF, are charged by City of Buckeye, Seven Canyons Water and Water Treatment Company, EPCOR Water Company – Sun City West, Oro Valley, and the City of Tucson. The lowest reclaimed water rate among analyzed providers is \$65/AF charged by Coronado Utilities.⁹ Reclaimed water rates for the 30 providers included in this analysis are available in Appendix C.

Among water providers with service populations contained in the EPA Safe Drinking Water Information System (SDWIS) Query Tool, reclaimed water rates are not well correlated with service area population. The lack of correlation between service area population and reclaimed water rates suggests that policy considerations (rather than scale

⁷ Ziebertz, W., Coopersmith, M., & Burnham, A. 2019. American Water Works Association: Water Reuse Cost Allocations and Pricing Survey. https://www.awwa.org/Portals/0/AWWA/ETS/Resources/AWWAReuseSurveyReportMay2019_WEBRES.pdf?ver=2019-10-07-151457-847

⁸ City of Flagstaff, Management Services Division. October 6, 2017. City of Flagstaff Financial Plan and Rate Analysis Report.

⁹ UNC School of Government, Environmental Finance Center. 2019. Utility Rate Sheets for Arizona. <https://efc.sog.unc.edu/resource/utility-rate-sheets-az>



economies) are the primary determinants of reclaimed water rates (Figure 3). Most providers analyzed (16 out of 20) serve populations less than 100,000 and reclaimed water rates among those providers range from \$81/AF to \$1,075/AF. Rates for reclaimed water among providers serving more than 100,000 range between \$130/AF to \$870/AF. The number of reclaimed water customer connections within each service area, which may not be well represented by the total service area population, is not captured in this comparison. However, the size of the service area population does provide an indication of the scale of the utility operations.

Figure 3: Arizona Reclaimed Water Rates by Service Population (n=20)

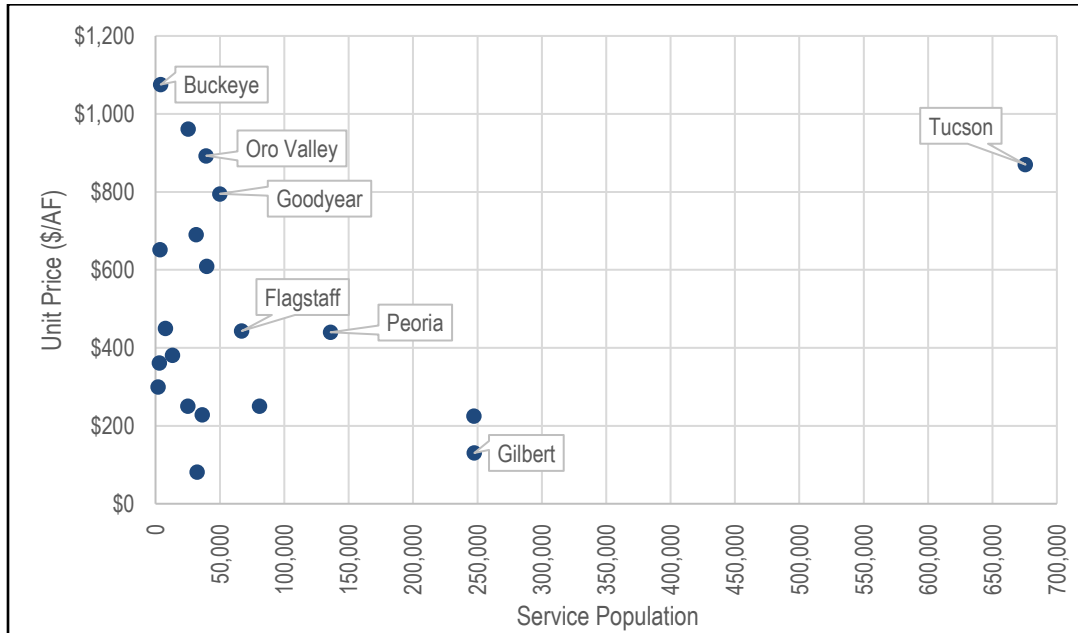


Table 3 includes a matrix comparing reclaimed water providers in Arizona across several factors. As the matrix shows, most municipal providers set rates according to their cost of service, with some reclaimed water systems receiving financial subsidy from other utility funds. Most reclaimed water rates are set as a uniform volumetric rate¹⁰, and very few providers have included any a conservation incentive through rate setting for reclaimed water. Among most providers, the primary uses of reclaimed water are irrigation for parks, schools, golf courses, and HOAs as well as some reclaimed water used for dust control and environmental purposes.

¹⁰ A uniform volumetric rate is a constant per unit price for water, independent of the volume of consumption. An increasing block rate sets volumetric consumption tiers, with the unit price increasing for each tier. A decreasing block rate also employs volumetric consumption tiers, but sets a lower unit price for consumption in higher volume tiers.



Table 3: Reclaimed Water Provider Comparison Matrix

Provider	2019 Rate (\$/1,000 gallons) ¹¹	2019 Rate (\$/AF) ¹²	Rate Setting and Approval	Rate Basis	Rate structure	Permitted Volume (AFY)	Reclaim for Direct Reuse (AFY)	Primary Customers	Service Population ¹³
Buckeye	\$3.30	\$1,075.31	City Council	Cost of service	Uniform	11,425	770	Parks, Schools, Golf Courses	4,035
Oro Valley	\$2.74	\$892.83	City Council / Water Utilities Commission	Fixed cost recovery	Uniform	IGA agreement with Tucson Water	1,760	Parks, Golf Courses	39,366
Tucson (Agua Nueva WRF)	\$2.67	\$870.02	Mayor, City Council	Cost of service, subsidized	Uniform	39,430	12,880 ¹⁴	Parks, Golf Courses, Schools, Environmental use	675,686
Goodyear	\$2.44	\$795.08	Mayor, City Council	Cost of service	Uniform	6,217	1,050	Golf Courses, Construction	50,001
Surprise	\$2.12	\$690.80	City Council	Cost of service	Uniform	30,043	1,285	Irrigation (landscape and agriculture)	31,649
Clarkdale	\$2.00	\$651.70	Town Council	N/A	Uniform	392	392	Construction, Environmental use	3,714
Page	\$1.38	\$449.67	City Council	Cost of service	Uniform	2,240	840	Golf Course	7,777
Flagstaff	\$1.36 - 4.58	\$443.16 - \$1,492.40	City Council	Cost of service	Increasing block + Uniform	11,200	1,740	Ski Resort, Golf Courses, Landscape Irrigation	67,000
Peoria	\$1.35	\$439.90	City Council	Cost of service	Uniform	18,202	2,320	Parks, Golf Courses, HOAs	135,975
Fountain Hills Sanitary District	\$1.17	\$381.25	District Board of Directors	ARS Title 48	Uniform	3,699	1,925	Parks, Golf Courses	13,300
Rio Verde Utilities, Inc.	\$1.11	\$361.69	ACC	Revenue requirement	Uniform	785	170	Not available	3,184
EPCOR Water Company – Anthem	\$0.77	\$250.91	ACC	Revenue requirement	Uniform	3,363	620	Not available	25,300
Chandler	\$0.69	\$224.84	City Council	Cost of service	Uniform	28,025	31,955	Parks, Golf Courses, HOAs	247,328
Gilbert	\$0.40	\$130.34	City Council	Cost of service	Uniform	20,279	8,295	Parks, Golf Courses, HOAs	247,600

¹¹ Accessed from UNC School of Government Environmental Finance Center, Utility Rate Sheets for Arizona <https://efc.sog.unc.edu/resource/utility-rate-sheets-az>. Accessed September 21, 2020. For rate structures with more than one user category, residential reclaimed water rate is reported. For rates that differ based on location, inside city rates are reported.

¹² Accessed from UNC School of Government Environmental Finance Center, Utility Rate Sheets for Arizona <https://efc.sog.unc.edu/resource/utility-rate-sheets-az>. Accessed September 21, 2020. For rate structures with more than one user category, residential reclaimed water rate is reported. For rates that differ based on location, inside city rates are reported.

¹³ Accessed from EPA SDWIS Federal Reports Query Tool. [https://ofmpub.epa.gov/apex/sfdw/f?p=108:200:.....](https://ofmpub.epa.gov/apex/sfdw/f?p=108:200:)

¹⁴ Volume delivered to Tucson Water from Agua Nueva WTF



Rate Setting Considerations

There are numerous important issues to consider in the context of reclaimed water planning and pricing. Setting water rates, including rates for reclaimed water, requires many levels of consideration related to the financial goals of the utility, economic incentive structures among customers, and overall water planning priorities. The following provides a discussion of the topics of consideration related to setting rates and appropriate pricing approaches for reclaimed water services.

- **General Rate Setting Practices:** The water industry has not yet converged on a single standardized approach to pricing and rate setting for reclaimed water resources. Utility rates are often designed so that fixed charges are set to cover fixed costs of operation, while variable charges are used to generate sufficient revenue to cover the variable costs of treatment and distribution.¹⁵ Some utilities charge based purely on cost of service, with rates set to generate revenues that will cover all costs of treatment and delivery. However, due to the high costs of treating water for reclaimed water use, this approach often results in rates that are higher than potable water rates, presenting a disincentive to use reclaimed water.¹⁶ Other providers incorporate consideration of the economic incentive to use reclaimed water and set rates that are substantially lower than potable water rates to encourage demand. Utilities may set rates to reflect only the marginal cost of service, to cover treatment and distribution costs of providing reclaimed water, and fund large infrastructure improvements through funds from other sources.¹⁷ Often, rates that are not based on cost of service are set at a percentage of potable water rates deemed sufficient to incentivize reclaimed water use where appropriate.
- **Affordability:** While the American Water Works Association generally advises water rate structure design based on cost of service, reclaimed water involves both water and wastewater systems, which presents complexities in the allocation of costs and revenues. Setting charges for reclaimed water purely based on cost of service is likely in most systems to result in calculated per unit reclaimed water rates that are higher than potable water rates. Reclaimed water is still perceived as an inferior resource in many communities, and in many systems is not available for direct potable use, so rates for reclaimed water should be set below potable water rates in order to encourage reclaimed water use to offset potable demand where possible.
- **Consumption Incentives:** There are multiple strategies a utility can employ to incentivize the use of reclaimed water. The most common is to set reclaimed water rates lower than current potable water rates. Other options to increase participation in reclaimed water use, particularly in anticipation of system expansion, include connection fee waivers, rebates, reduced sewer rates, or municipal ordinances requiring reclaimed water use in certain applications. The EPA Guidelines for Water Reuse provides more detailed discussion on the range of options for incentivizing the use of reclaimed water.¹⁸
- **Conservation Incentives:** Pricing and rate structure design can have a substantial impact on conservation incentive among customers. Certain types of rate structure design are well suited to incentivizing conservation, while others are unlikely to send appropriate price signals to customers and cause changes in water use patterns. Price structures that are most effective in incentivizing conservation are increasing block rates, time of day pricing, seasonal rates, and water surcharges.¹⁹

¹⁵ Clumpner, G. Recycled Water Pricing Alternatives. 2016. <https://www.nbsgov.com/blog/2016/09/29/recycled-water-pricing-alternatives/>

¹⁶ O'Reilly, D., & Pierce, C. 2008. Survey Examines Reclaimed Water Rates, Charges. <https://www.waterworld.com/home/article/16189791/survey-examines-reclaimed-water-rates-charges>

¹⁷ Zieburtz, W., Coopersmith, M., & Burnham, A. 2019. American Water Works Association: Water Reuse Cost Allocations and Pricing Survey. https://www.awwa.org/Portals/0/AWWA/ETS/Resources/AWWAReuseSurveyReportMay2019_WEBRES.pdf?ver=2019-10-07-151457-847

¹⁸ US Environmental Protection Agency. 2012. Guidelines for Water Reuse. <https://www.epa.gov/sites/production/files/2019-08/documents/2012-guidelines-water-reuse.pdf>

¹⁹ US Environmental Protection Agency. Pricing and Affordability of Water Services. <https://www.epa.gov/sustainable-water-infrastructure/pricing-and-affordability-water-services>



Policy Considerations

In addition to setting reclaimed water rates that achieve an appropriate balance of economic use incentive and conservation signaling, changing policy related to reclaimed water, both on the local and state level, can impact the future of reclaimed water use in the City of Flagstaff. As the City continues to consider new uses for reclaimed water, there are several policy considerations that are likely to become relevant to the use and allocation of reclaimed water resources. Relevant policy considerations related to reclaimed water service are described below.

- **Allocations:** The City has established a priority system for allocating available reclaimed water resources among users. Priority will be given to renewing existing reclaimed water purchase agreements, followed by reclaimed water uses that result in conservation of potable water supplies, and lastly the City will consider reclaimed water uses that provide public benefit.²⁰ Within each of these prioritization categories, there may be additional consideration needed to determine which new uses are best to achieve the overall goal. For example, among new uses that offset potable demand, which new uses would be preferred? Similarly, among new uses that generate community benefit, how is community benefit defined? Answering these questions by incorporating additional details into the current allocation policy may help to streamline decisions around new uses of reclaimed water in the future.
- **Development Requirements:** As the City of Flagstaff's reclaimed water use system expands, there are many ways to ensure that reclaimed water use is prioritized within new developments. Currently, the City Zoning Code requires that any sites "adjacent to reclaimed water lines... shall be required to connect to the lines and utilize reclaimed water for the primary water source for irrigation," however, there may be potential to expand the required uses of reclaimed water within the Zoning Code. The current distribution system for reclaimed water in the City does not reach all areas that may be suited for reclaimed water use (see map of Flagstaff's reclaimed water distribution system in Appendix A). For example, new developments outside of the current reclaimed distribution system may be required as a condition of permitting to commit to a cost share to expand reclaimed delivery infrastructure to meet irrigation needs and other allowable uses at the development site. The City previously implemented a rebate program for new reclaimed water connections, by including a provision in reclaimed water purchase agreements that a percent of the cost incurred to the buyer for extending reclaimed water service lines is paid back by the City every year until conversion costs are recovered. System expansion funded through reclaimed water purchase agreements is an effective option for the City to finance infrastructure to meet increasing reclaimed water demand without incurring interest or issuance costs related to bond funding.
- **Direct Potable Reuse:** The Arizona Administrative Code (AAC) was updated in 2018 to include new provisions allowing direct potable reuse (DPR) of water under specific conditions. Water providers may apply for a permit through Arizona Department of Environmental Quality (ADEQ) for an Advanced Reclaimed Water Treatment Facility, designed to perform secondary treatment to reclaimed water to meet potable water quality standards and be used for direct human consumption. Water that is treated in an Advanced Reclaimed Water Treatment Facility is purified water suitable for human consumption and is no longer legally considered reclaimed water. The legal definition of water treated at an Advanced Reclaimed Water Treatment Facility allows for the resource to be added to the potable water supply and does not require a separate distribution system for delivery to customers. The City is considering DPR as one of several options for reclaimed water reuse in the future, and may benefit from additional feasibility and cost studies to help understand the implications of this option relative to other water supply augmentation options.

Economic Value of Water Use

Particularly in semi-arid regions like Flagstaff, reclaimed water is a valuable resource and represents an important part of the City's water resource portfolio. Reclaimed water can provide a reliable and sustainable source of water to meet

²⁰ City of Flagstaff – Utilities Division. 2014. Utilities Integrated Master Plan. https://www.flagstaff.az.gov/DocumentCenter/View/44363/Master_Policies_April_1_2014_Final_proof-version?bidId=









various demands. When assessing how to structure charges for this resource, it may be prudent to consider not only the cost of providing reclaimed water to customers, but also the economic value of the resource. While the market for reclaimed water in Northern Arizona is still relatively nascent, climate variability and increasing population size are likely to increase total demand for water resources in the future. Two strategies for understanding the economic value of reclaimed water are presented in the following sections.

Economic Value of Water Use by Land Use Type

One approach that can provide information that may be useful to include in City decision making around water resource allocation is to determine the economic value generated by water use in various applications. An estimate of the economic value generated by various land uses can be calculated by determining the City’s average net revenue²¹ per unit of land area in different land uses, and the average net water demand of each land use on a per unit of land area basis. The estimated economic value generated through water use in different land uses is equal to the net revenue per unit of land area divided by the net water demand per unit of land area for each land use type. This results in a relative ranking of land use types that generate higher or lower average economic value for the City through water use. The results of this analysis for the City of Flagstaff are presented in Table 4.

Table 4: Economic Value of Water Use by Land Use Type²²

Zone Type	Net Revenues (\$/acre)	Net Water Demand (AF/acre)	Economic Value (\$/AF)
Residential	\$ \$		Medium
Commercial	\$ \$ \$ \$ \$		High
Industrial	\$		Low
Public Facility	\$		Low
Golf Course	\$ \$		Low
Snowbowl	\$ \$ \$		Medium

Market Based Valuation

Another strategy for determining the economic value of reclaimed water is to examine comparable market transactions for the resource. This allows for an estimation of the intrinsic value of the resource at the point of production based on what other entities have paid. There are several recent examples of reclaimed water transactions in Arizona that provide an indication of the current market value of the resource. These transactions suggest that the market value of reclaimed water in Arizona between \$60 - \$350/AF per year, though price depends on the reclaimed water application. For example, reclaimed water transactions to serve environmental purposes are in some cases priced lower than reclaimed water transactions that serve municipal or industrial purposes. Table 5 provides a summary of several recent reclaimed water transactions that have been negotiated in Arizona.

²¹ This includes revenues generated by the City through property taxes, sales tax, charges for services, and other government functions minus the costs expended for provision of City services.

²² Net Water Demand: blue droplet = potable water, purple droplet = reclaimed water.



Table 5: Sample of Recent Reclaimed Water Transactions in Arizona

Buyer	Seller	Initial Year	Term	Volume (AF)	Annual Payment (\$/AF, 2021)	One Time Upfront Payment (\$/AF)
Cochise County	City of Bisbee	2019	25-year lease	200	\$60	-
Freeport McMoRan	City of Globe	2018	50-year lease	500	\$180	-
US Bureau of Reclamation	City of Bullhead City	2017	4-year lease	2,200	\$118	-
Central Arizona Water Conservation District	Litchfield Park Service Co.	2014	One time sale of 100-year water rights	2,400	-	\$2,547
Freeport McMoRan	City of Bisbee	2010	11-year lease	403	\$81	-
Palo Verde Nuclear Generating Station	SROG Cities (Phoenix, Mesa, Tempe, Scottsdale, Glendale)	2010	41-year lease	67,692	\$176	-
Arizona Department of Game and Fish	City of Flagstaff	2008	20-year lease	161	\$346	-
Water Property Investors, LLC	Town of Prescott Valley	2007	One time sale of 100-year water rights	1,103	-	\$24,650

Current reclaimed water rates charged by the City, between \$466/AF and \$1,564/AF depending on customer class and level of consumption, are above the market prices presented in Table 5. However, the price of reclaimed water charged by the City of Flagstaff is set to recover distribution and capital improvement costs. No value is assigned to the water resource itself. In contrast, the reclaimed water purchase agreements summarized above represent the intrinsic value of the resource at the point of production, prior to any additional infrastructure or delivery costs. In the near term, there may be revenue generating opportunities for the City to market reclaimed water not delivered to current reclaimed customers that would otherwise be put to non-revenue uses or discharged. In the future, an assessment of the current market value of reclaimed water can be included in rate setting considerations in addition to addressing cost recovery.

Summary and Conclusions

Currently, demand for reclaimed water service is greater than the City's available supply given system distribution constraints. In the future, as the City's reclaimed water system expands with an increase in treatment and distribution capacity, several considerations related to reclaimed pricing, planning and prioritization may be appropriate to include in decision making.

- Within the City's existing allocation policy for reclaimed water, there remains ambiguity around how to allocate limited supplies among competing uses. It may be appropriate to refine the allocation policy to define which use types that offset potable demand are preferred and how community benefit is defined for the purpose of allocation decisions.
- The City of Flagstaff reclaimed water rates are near the average of reclaimed rates throughout Arizona. Communities across Arizona charge between 30% - 100% of potable rates for reclaimed water. There may



be an opportunity to increase the rates charged for reclaimed water delivery while maintaining pricing that generates demand incentives. Increasing rates would serve to increase reclaimed water fund revenues which could be used to fund capital improvement investments and system upgrades to increase the efficiency of reclaimed water use in the City.

- In 2018, direct potable reuse of water became an option in Arizona following changes to the Arizona Department of Environmental Quality rules on reclaimed water. More analysis is needed to understand the costs and suitability of direct potable reuse as a water supply augmentation option for the City. A DPR feasibility analysis should incorporate not only the present costs associated with developing the necessary infrastructure and treatment costs associated with DPR, but also the costs that would be offset by delaying the need to develop new potable water supplies for the City.
- The economic value of water use varies by use type, however, examining the economic value of water use generated by different land use types is one of many tools that can help to inform future planning and allocation decisions.
- A market valuation approach can be used to determine the intrinsic value of reclaimed water as a resource, in addition to delivery and capital improvement costs. This may be a useful metric of comparison to guide future revisions to the City's reclaimed pricing policy.
- In addition to considering the economic value of reclaimed water resources in rate setting, reclaimed water agreements can be prioritized based on uses that generate the most overall value for the City. As system expansion allows for new reclaimed water purchase agreements, there may be an opportunity to set criteria for new customer selection that includes consideration of the economic, community, and environmental benefits generated from different uses of reclaimed water in the City.



Appendix B

City of Flagstaff Potable Water Rates

Potable Water		
Monthly Fixed Charge		
Meter Size	Inside City Rate	Outside City Rate
3/4"	\$16.64	\$18.30
1"	\$19.60	\$21.56
1 1/2"	\$26.98	\$29.68
2"	\$35.84	\$39.42
3"	\$56.52	\$62.17
4"	\$86.05	\$94.66
6"	\$159.88	\$175.87
8"	\$248.47	\$273.32
10"	\$351.83	\$387.01

Volumetric Rate						
Customer Class	Tier	Water Rate	Water Energy Rate	WRIP Fee	Total Inside City Rate	Total Outside City Rate
Single Family	Tier 1 (0 - 3,500 gallons)	\$3.44	\$0.83	\$0.52	\$4.79	\$5.27
	Tier 2 (3,501 - 6,200 gallons)	\$4.45	\$0.83	\$0.52	\$5.80	\$6.38
	Tier 3 (6,201 - 11,500 gallons)	\$6.86	\$0.83	\$0.52	\$8.21	\$9.03
	Tier 4 (11,501+ gallons)	\$13.72	\$0.83	\$0.52	\$15.07	\$16.58
Multi-Family Units		\$4.42	\$0.83	\$0.52	\$5.77	\$6.35
Commercial/Schools		\$4.69	\$0.83	\$0.52	\$6.04	\$6.64
Northern Arizona University		\$4.30	\$0.83	\$0.52	\$5.65	N/A
Manufacturing		\$4.63	\$0.83	\$0.52	\$5.98	\$6.58
Landscaping/Lawn Meters		\$4.69	\$0.83	\$0.52	\$6.04	\$6.64
Hydrant Meter		\$7.17	\$0.83	\$0.52	\$8.52	N/A
Standpipe*		\$7.17	\$0.83	\$0.52	\$9.56	N/A



City of Flagstaff Reclaimed Water Rates

Reclaimed Water			
Monthly Fixed Charge			
Meter Size	Meter Fee	Service Fee	Total Fees
3/4"	\$340.00	\$24.00	\$364.00
1"	\$520.00	\$24.00	\$544.00
1 1/2"	\$920.00	\$24.00	\$944.00
2"	\$1,070.00	\$24.00	\$1,094.00
3"	\$3,130.00	\$24.00	\$3,154.00
4"	\$4,130.00	\$24.00	\$4,154.00
6"	\$6,130.00	\$24.00	\$6,154.00
8"	\$13,737.00	\$24.00	\$13,761.00
10"	Call	\$24.00	Call

Volumetric Rate			
Customer Class	Tier	Inside City Rate	Outside City Rate
Private Residential	Tier 1 (0 - 3,500 gallons)	\$1.43	\$1.57
	Tier 2 (3,501 - 6,200 gallons)	\$1.77	\$1.95
	Tier 3 (6,201 - 11,500 gallons)	\$2.56	\$2.82
	Tier 4 (11,501+ gallons)	\$4.80	\$5.28
Commercial (no main Ext):		\$1.95	\$2.15
Commercial (w/ main Ext):		\$4.14	\$4.55
Manufacturing (no main Ext):		\$1.93	\$2.12
Manufacturing (w/ main Ext):		\$4.10	\$4.51
NAU (No main extension):		\$1.82	N/A
NAU (with main extension):		\$3.85	N/A
City Departmental		\$1.95	N/A
Hydrant Meter		\$4.00	N/A
Standpipe**		\$4.53	N/A
Off Peak/Golf Course:	Tier 1 (0 - 150,000,000 gallons)	\$1.65	\$1.82
	Tier 2 (150,000,001+ gallons)	\$1.65	\$1.82



Appendix C

Arizona Provider Reclaimed Water Rates

Provider	2019 Rate (\$/1,000 gallons)	2019 Rate (\$/AF)
Buckeye	\$3.30	\$1,075.31
Seven Canyons Water and Water Treatment Company	\$3.00	\$977.55
EPCOR Water Company-Sun City West	\$2.95 - \$3.56	\$961.26 - \$1,160.03
Oro Valley	\$2.74	\$892.83
Tucson	\$2.67	\$870.02
The Links at Coyote Wash Utilities, LLC	\$2.59	\$843.95
Goodyear	\$2.44	\$795.08
Surprise	\$2.12	\$690.80
Clarkdale	\$2.00	\$651.70
El Mirage	\$1.87	\$609.34
Liberty Utilities-Carefree, Cave Creek, Scottsdale, Black Mountain Sewer	\$1.67	\$544.17
Northern Gila County Sanitary District	\$1.50	\$488.78
Page	\$1.38	\$449.67
Flagstaff	\$1.36 - \$4.58	\$443.16 - \$1,492.40
Peoria	\$1.35	\$439.90
Fountain Hills Sanitary District	\$1.17	\$381.25
Rio Verde Utilities, Inc.	\$1.11	\$361.69
Red Rock Utilities, LLC	\$0.92	\$299.78
Mountain Pass Utility Company	\$0.87	\$283.49
EPCOR - Agua Fria	\$0.77	\$250.91
EPCOR Water Company - Anthem	\$0.77	\$250.91
EPCOR Water Company - Mohave	\$0.70	\$228.10
Chandler	\$0.69	\$224.84
Sunrise Vistas Utilities Company	\$0.62	\$202.03
Liberty Utilities-Gold Canyon	\$0.59	\$192.25
Saddlebrooke Utility Company	\$0.58	\$188.99
Gilbert	\$0.40	\$130.34
Far West Water and Sewer, Inc.	\$0.25	\$81.46
Verde Santa Fe Wastewater Company, Inc.	\$0.23	\$74.95
Coronado Utilities	\$0.20	\$65.17





Final Technical Memorandum

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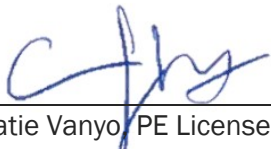
Technical Memorandum

Subject: Reclaimed Water Study Technical Memorandum

Date: August 2021

To: Erin Young, R.G., Interim Director of Water Services

From: Katie Vanyo, P.E. Project Manager

Prepared by: 
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Limitations:

This document was prepared solely for City of Flagstaff in accordance with professional standards at the time the services were performed and in accordance with the contract between City of Flagstaff and Brown and Caldwell dated June 18, 2020. This document is governed by the specific scope of work authorized by City of Flagstaff; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by City of Flagstaff and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

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Section 1: Introduction and Background

The City of Flagstaff (City) Reclaimed water study was performed to evaluate management options for Flagstaff's uncommitted reclaimed water, which includes all reclaimed water produced by Rio de Flag (RDF) and Wildcat Hill (WCH) Water Reclamation Plants (WRP)'s that is not currently provided to a contracted reclaimed water customer. This uncommitted quantity of reclaimed water is a function of seasonal demand, growth rate, and conservation. The City requested Brown and Caldwell (BC)'s assistance in developing an implementation strategy to meet long-term water supply by further exploring how reclaimed water fits into their water resources portfolio over the next 55 years, or through their expected build-out condition based on projected population growth.

Reclaimed water is already a major component of the City's water resources portfolio and could be a more significant portion in the future. Opportunities to further expand direct reuse, replenish aquifers or surface water bodies (indirect potable reuse), or augment untreated and treated water supplies (direct potable reuse) were investigated in one of many studies the City has already led focused on reclaimed water usage that has been completed to date. The following studies led by the City were used as a baseline in this study:

- The Flagstaff City Manager's CEC Advisory Panel Final Report, completed in January 2019 summarizes the work and findings from the City Manager's compounds of emerging concern (CEC) Advisory Panel. This work included five years of study and two years of sampling CEC's in source water (untreated lake water and groundwater), potable water, and reclaimed water.
- Water Supply Alternatives Costs Technical Memorandum, completed in August 2017 by Carollo Engineers. This study developed AACE Class 5 Estimates for many of the alternatives, including indirect potable reuse (IPR) via aquifer recharge with or without advanced treatment, IPR via surface water blending with or without advanced treatment, and direct potable reuse (DPR). Treatment and infrastructure costs were developed for each of these alternatives in a high-level estimate.
- Advanced Water Reclamation Feasibility Study, completed in June 2018 BC. This study developed AACE Class 4 cost estimates for two alternative DPR treatment trains. The cost estimate focused exclusively on the cost of treatment necessary for DPR and did not include any infrastructure costs "outside the fence" of the treatment facility. Operation and maintenance costs for treatment were also developed.

To determine the most optimal use of reclaimed water for the City of Flagstaff, a greater understanding of the availability, economics, and risk to human and environmental health is needed. This technical memorandum (TM) summarizes the approach to better understand and inform the City of favorable alternatives for the best and highest use of reclaimed water and identifies recommended next steps for the City as a result of the findings. This study is intended to build upon the valuable work the City has led to date. The scope of this study includes:

- Developing a reclaimed water balance projected through the planning horizon. This water balance includes reasonably certain water conservation measures that may reduce the quantity of reclaimed generated. The water balance includes seasonal variations in reclaimed water demands. This analysis provides the City with an anticipated quantity of available reclaimed water.
- Reviewing the City's current policy and reclaimed water services, including costs associated with providing reclaimed water, revenue requirements, and current rate structure, and provide recommendations and considerations for evaluating the value of reclaimed water. This portion of the work was performed by West Water Research, and their TM summarizing these findings is attached in Appendix A.



- Providing recommendations for an enhanced sampling program for reclaimed water. The recommendations include a listing of water quality parameters, sampling locations, and frequency. This analysis provides the City with water quality considerations for various future uses.
- Engaging with a community stakeholder group to identify community-specific values regarding use of reclaimed water and receive guidance on decision criteria, including reclaimed water quality, for evaluating reclaimed water management strategies. This engagement effort was used as a platform to collect feedback on community preferences for six reclaimed water management strategies.

The following sections summarize the effort and findings from each of the above.

Section 2: Reclaimed Water Balance

The objective of this task was to determine the quantity of unallocated, or excess, reclaimed water that will be available as a supply for the preferred use. Current uses of the reclaimed water vary seasonally, where much of the resource is used for irrigation in the summer, and for snow making in the winter, but spring and fall don't exhibit a significant demand of reclaimed water. BC developed a model using GoldSim software to determine available reclaimed water through the year 2075 and better understand the seasonal variability. The following sections discuss the historic reclaimed water use, model assumptions, architecture, and findings from this portion of the work.

2.1 Historic Reclaimed Water Use

Reclaimed Water Production

The City provided the total monthly reclaimed water production and reclaimed water use for the years 2019 and 2020. The amount subtracted from the production and reclaimed water use equals the total available excess reclaimed water. Figure 2-1 below shows the monthly reclaimed water production for these years in million gallons per day.

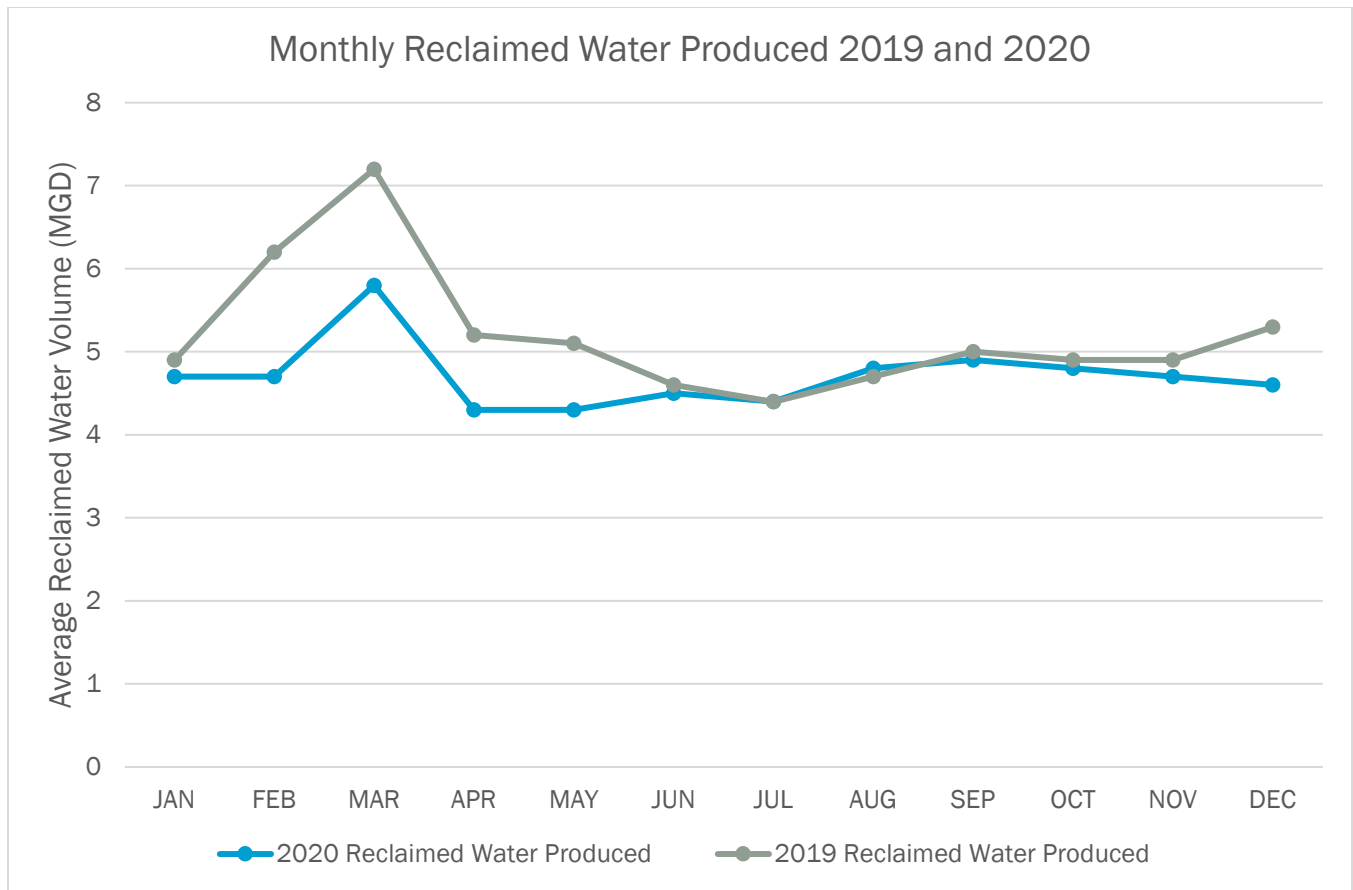


Figure 2-1. Total reclaimed water produced 2019 and 2020

As shown above, 2019 began as a much higher production year of reclaimed water than 2020. Although a higher production of reclaimed water in 2020 would be expected, there was a sharp decline instead, roughly 15 percent, beginning in March of 2020. That specific time-period is of interest because at this exact time period, the United States experienced the effects of a global pandemic that was declared at that same time. The City of Flagstaff has both a large tourist as well as student population, which were both significantly affected by the pandemic, including an immediate travel halt as well as school closure. This trend in low reclaimed water production continued through May, which marked the time that the Governor of Arizona began to lift business closure requirements and tourism began to pick up in the State.

Although an event like a global pandemic cannot be reliably predicted to happen in a given year, there are aspects to be learned from the effects it can have on water demand and supply. Understanding that impact will help in planning for an uncertain future in reclaimed water’s role as a water resource. One method of achieving this is through scenario planning, which involves exploring a number of potential uncertainties and identifies which uncertainties have the greatest risk and impact on the City in terms of water supply. This might be something for the City to consider in future planning efforts.

Reclaimed Water Use

Reclaimed water produced, committed use (including all contracted users, as well as City uses) and quantity discharged to the Rio de Flag are shown in Figures 2-2 and 2-3 below. Volume discharged to the Rio de Flag includes the volume of reclaimed water that is not conveyed to the purple pipe system in the City from WCH or RDF, except for 200 gallons per minute which is committed by contract to Arizona Game & Fish Department.



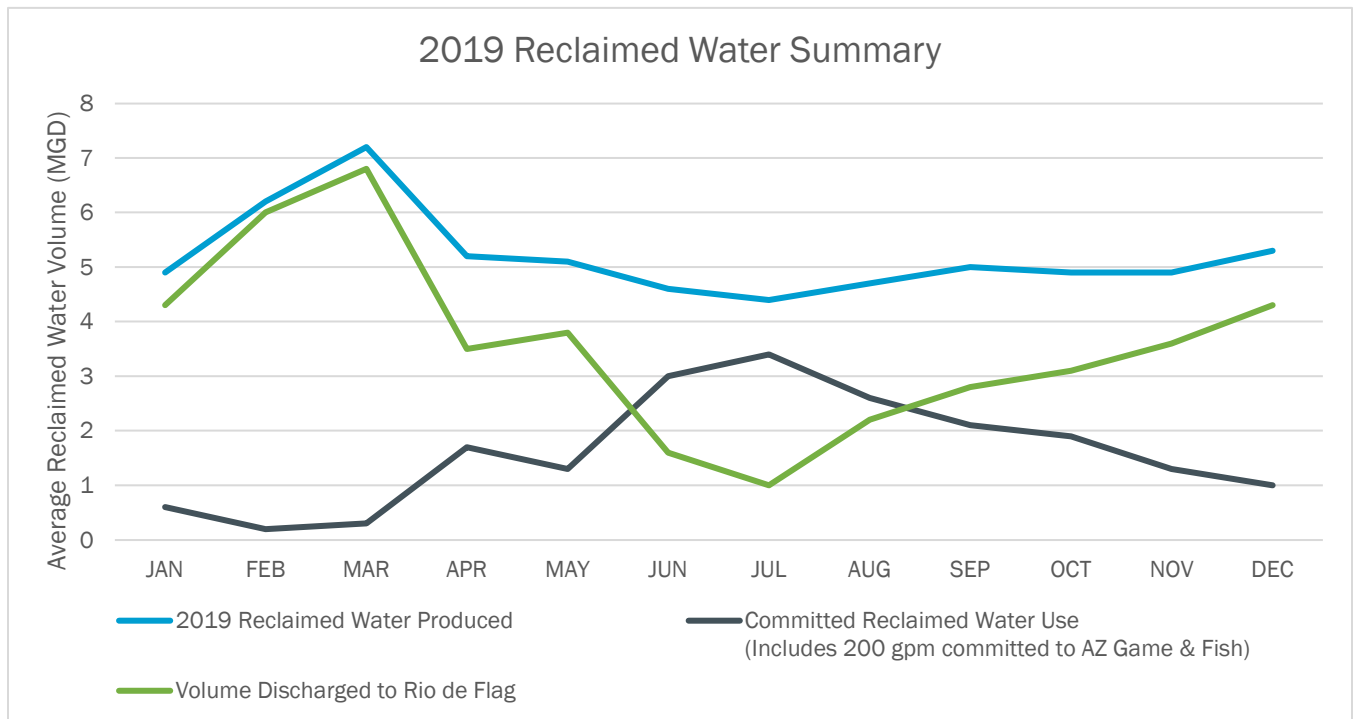


Figure 2-2. Reclaimed water summary 2019

2.2 General Modeling Approach

The goal of the reclaimed water balance was to project the available reclaimed water through the City’s anticipated buildout population (155,000 people). We based this projection off of an per capita wastewater generation rate in gallons per capita per day (GPCD). This is an average assumed potable water use for each member of the population. That number was used to calculate an average wastewater flow generated per day. The historic flow split for the two treatment plants was used to determine an average influent to each facility. A typical loss factor was applied across the treatment process to generate the total treated wastewater generated from each facility or reclaimed water generated. To determine the available excess reclaimed water, the total contracted water use was subtracted from the total reclaimed water generated. The reclaimed water generated through a population of 155,000 people was projected at a specific growth rate to determine the future available quantity of excess reclaimed water. The assumptions made for these calculations are summarized in the following section.

2.3 Assumptions

BC collected the following data from the City to use as a basis for the model:

- 2015-2019 water production reports from the City. These were used to develop an average percent loss of water between the sewer collection system and reclaimed water produced, as well as to understand seasonal water demand patterns. A typical loss of 3 percent through the wastewater collection and treatment system was used for all projections and negligible impact from infiltration/exfiltration of stormwater into/out of the sewers. However, it is important to note that during major storm events,

infiltration of stormwater can significantly increase inflows, however for a conservative estimate of available reclaimed water assumes the impact is negligible.

- All current reclaimed water commitments and other current uses on a monthly basis. This data represents the seasonal variability of the resource demand.
- The projected excess reclaimed water assumed current committed reclaimed remains constant and demand on the current system does not increase over time.
- Projected growth rate (1.3 percent), provided by the City planning department
- Flagstaff buildout is defined as 155,000 people. Using a growth rate of 1.3 percent, this occurs around the year 2075.
- Per capita wastewater generation, including current use and predicted use to account for water conservation efforts. Three residential per-capita wastewater generation scenarios were modeled including high (78 GPCD), moderate (68 GPCD), and low (60 GPCD) scenarios. These three scenarios represent the potential effects of water conservation on community wastewater generation. The City preferred scenario for the City is somewhere between the low and moderate scenarios.
- The average per capita wastewater generation in 2019 was 72 GPCD, which falls between the moderate and high GPCD cases.

This information was collected from the City and used to develop the GoldSim model.

2.4 Model Architecture

GoldSim software was used to develop a model to determine the annual and monthly reclaimed water availability through 2075. Figure 2-4 below shows the model schematic representing the overall model architecture, including data input and output.

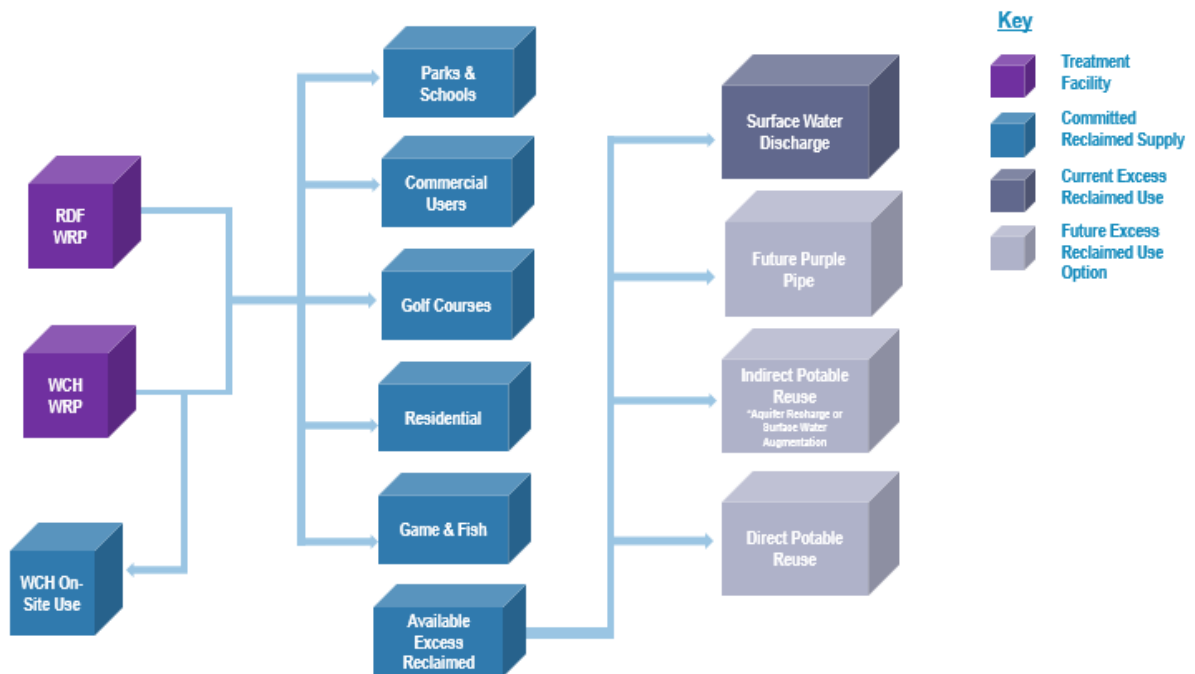


Figure 2-3. GoldSim Model Schematic

The purple boxes in the figure above represent the two water reclamation facilities: Rio de Flag (RDF WRP) and Wildcat Hill (WCH WRP). The effluent flow from those facilities was determined by first determining the

total flow to those facilities. The projected water demand in the City through the year 2075 was estimated using a growth rate of 1.3 percent and assuming three different water demand scenarios:

- Scenario 1: Low residential wastewater generation, 60 GPCD, reflects a significant water conservation strategy
- Scenario 2: Moderate residential wastewater generation, 68 GPCD, reflects close to the current average per capita wastewater flow in the City, around 72 GPCD, which includes some effects from conservation
- Scenario 3: High residential wastewater generation, 78 GPCD, reflects the projected per capita flow without any conservation

The projected growth rate is a variable that can be revised to better match projected conditions. The software uses the projected population and various water demand scenarios to determine the total water supply, applies a 3 percent loss to estimate the total system loss, and applies a historic split between the WCH and RDF WRPs (roughly 2/3 to WCH and 1/3 to RDF). The total effluent from each plant is the total reclaimed water generated for use. As shown in Figure 2-4 above, the effluent flow from the two facilities is combined in the reclaimed water system for contracted users.

The blue boxes in the figure above represent current users of the reclaimed water system. As shown above, a portion of the reclaimed water from WCH is used for on-site uses. The remaining boxes represent current contracted allocations or historic uses. The remaining amount after subtracting the current allocations from the system represents the excess reclaimed water, and the light grey boxes show the potential strategies for reclaimed water management. The dark grey box represents the current use of the excess reclaimed water, which is discharged to the Rio de Flag as described in Section 2.1 above.

2.5 Findings

The model projected excess reclaimed water for each scenario. The following graphs show the excess reclaimed water anticipated through 2075. Common practice in water resource studies is to report quantities in acre-feet per year (AFY) which is a metric used to represent annual available water supply. These units are useful when comparing water resource alternatives, such as available groundwater or surface water rights. Figure 2-5 below shows the projected annual available reclaimed water at low, moderate, and high residential water use scenarios through the year 2075 in AFY.

Available Excess Reclaimed Water



Figure 2-4. Available excess reclaimed water through buildout under low, moderate, and high residential wastewater flow scenarios

As shown in the figure above, the annual available excess reclaimed ranges from about 8,500 AFY up to around 11,700 AFY in the high unit flow scenario by the year 2075. All of the scenarios show a significant volume of reclaimed water available for use. Table 2-1 below shows how the range of available excess reclaimed water compares with other current and future water resources in the City.

Source	Maximum Yield (AFY)
Direct Delivered Reclaimed ^a	2,200
Surface Water (Upper Lake Mary)	2,240
C-Aquifer	9,913
Red Gap Ranch (future potential water supply)	8,000-12,000
Excess Available Reclaimed Water for Purple Pipe Expansion, Indirect Potable Reuse, or Direct Potable Reuse	8,500 to 11,700 ^b

a. Direct delivered reclaimed water is an offset to potable water demand

b. Excess available reclaimed water at year 2075 assuming 1.3% growth rate



The available quantity of reclaimed water provides a significant annual volume of water to the City water resources portfolio. Common industry units conversion states one acre foot is equivalent to 325,851 gallons. However, due to the seasonal use of the resource, available reclaimed water varies on month-to-month basis. When reporting daily, monthly, or seasonal values, water quantities are reported in million gallons per day (mgd), which is a more commonly used measure for reporting capacity of treatment and conveyance facilities. One mgd over an entire year is equivalent to 1120 AFY.

The daily flow is used to meet seasonal demand and to size treatment facilities. As the City further explores their best use of excess reclaimed water, it is important to consider how the supply may vary over the course of a year. In the winter months, demand will be low because of the reduced demand in reclaimed water for irrigation. However, in the summer time, especially if it is a dry year with little to no rainfall, a significant demand on the reclaimed water system for irrigation will be exhibited. When considering the highest and best use of the resource, it is important to consider how the reclaimed water management strategy will use the reclaimed water. Table 2-2 below summarizes the considerations for each.

Table 2-2. Reclaimed Water Volume Considerations	
Reclaimed Water Management Strategy	Consideration
Direct Reuse (purple pipe expansion)	This strategy will follow the current pattern of reclaimed water use. Reclaimed water use will be high in the summer time and a large volume of water will be discharged in the cooler months when irrigation demand is low
Indirect Potable Reuse – surface water augmentation or recharge	Any of these strategies will manage the seasonal variation of the resource
Indirect Potable Reuse with Additional Treatment	Any of these strategies will manage the seasonal variation of the resource, however the treatment system will be designed to accommodate a variation of flow over a given year, which is around 67% variation between lowest and highest excess reclaimed water months.
Direct Potable Reuse	The available supply to customers will vary throughout the year, and the treatment facility to treat this water to drinking water standards will need to be designed to accommodate variation of flow over a given year, which is around 67% variation between lowest and highest excess reclaimed water months.

Section 3: Water Quality Considerations

The objective of this task is to establish a list of water quality parameters relevant to potable reuse and aquatic environments, provide guidance on appropriate concentrations of trace compounds based on known or potential effects on human health and the environment, and provide guidance for sampling locations and frequency. The following sections discuss the current users within the catchment area, and the water quality considerations that are important when considering using reclaimed water as a part of the overall water supply.

3.1 Flagstaff’s Catchment Area

Flagstaff’s sewer network includes collection of residential wastewater discharge and nine industrial users, seven of which are classified as significant industrial users and one (which includes two sites) as non-categorical users. Industrial users in the City include medical, bottling, laundry services, dog food manufacturing,



ice cream cone manufacturing, and biomedical equipment manufacturing. The discharged wastes include pharmaceutical, microbial, sterols and hormones, volatile organic compounds (VOCs), consumer products, detergents, and surfactants which could include CECs of interest to public health when considering reclaimed water for future potable use and discharge to aquatic environments.

3.2 Compounds of Concern in Reclaimed Water

A potable reuse program must include chemical controls that are protective of public health. This includes controlling those CECs regulated under the National Primary Drinking Water Regulations (NPDWR) and should also include certain unregulated CECs that could also pose a health risk. In the past two decades, the advent of improved analytical techniques has allowed researchers to quantify some CEC's in water to the part per trillion level. One of the challenges with such sensitive testing is the risk of sample contamination. These tests are so sensitive that there have been reports of samples being contaminated by fire retardants from ceiling tiles and caffeine from the breath of technicians collecting samples. Additionally, research has shown that many man-made organic chemicals persist through conventional wastewater treatment processes and may pose a chronic health or environmental risk even at very low concentrations (Cáñez, 2020)

The following list provides a general description of the categories of CECs of concern in potable reuse applications. This list includes only CECs and does not include microbial contaminants, aggregate parameters like biochemical oxygen demand (BOD), or physical parameters like pH or UV254 absorbance.

- **Metals.** The group of metals include regulated¹ and unregulated constituents. Regulated metals are generally associated with a variety of chronic health conditions including liver or kidney damage, hair loss, skin damage, and effects in physical or mental development in infants and children. Regulatory limits for most metals are in the parts per million or parts per billion range. Also included in the listing of metals for this study are naturally occurring minerals that have no known deleterious health effects but are relevant for design and operation of advanced treatment unit processes such as reverse osmosis and advanced oxidation.
- **Disinfection byproducts (DBPs).** The group of DBPs include organic and inorganic compounds that form as a result of CECs present in the water and chemicals used for disinfection. Many DBPs have been associated with various health effects including an increased risk of cancer or miscarriage. Total trihalomethanes (TTHMs) and a grouping of five halo-acetic acids (HAA5) are the most commonly known DBPs in drinking water and are part of routine sampling and reporting by public water systems. Concentration limits for most regulated DBPs are in the parts per billion range. The recommended limit for nitrosamines, which can be created as a disinfection byproduct or be present from industrial discharges, is in the parts per trillion range.
- **Synthetic organic chemicals.** There are hundreds of thousands of synthetic organic chemicals manufactured for a variety of uses. In addition, there are organic chemicals that result from the biotransformation of many of these chemicals.
 - **Pharmaceuticals and personal care products.** This category includes prescription drugs, over the counter medications, cosmetics, insect repellants, and other consumer products. This may also include the chemicals resulting from biotransformation of these chemicals.
 - **Detergents and disinfectants.** This includes both consumer and industrial products.

¹ Maximum contaminant levels (MCLs) have been established under the Safe Drinking Water Act and includes microbial contaminants, metals, volatile organic compounds (VOCs), pesticides/herbicide/fungicides, disinfection byproducts, radiological contaminants and nitrate. These do not include aesthetic or secondary standards referred to as Secondary Maximum Contaminant Levels (SCMLs).

- Sterols and hormones. A subset of pharmaceuticals and personal care products that is often evaluated separately, this category includes both natural and synthetic hormones and their metabolites. The presence of these CECs in treated wastewater has been linked to developmental problems in humans and aquatic organisms. Little was understood about how widespread these CECs are in the aquatic environment until modern analytical techniques allowed their detection in the parts per trillion range.
- Pesticides, herbicides, and fungicides. This is a broad category of CECs, most of which are currently regulated at part per billion levels.
- Flame retardants and per- and polyfluoroalkyl substances (PFAS). By design, these tend to be very resistant to oxidation and biodegradation and very persistent in the environment. The per-fluorinated compounds, which includes PFAS and PFOA, are currently candidates for regulation for contaminated groundwater and have been often associated with military bases and airports where fire-fighting foam is used. In communities where these compounds have been found in water supplies, wastewater or reclaimed water, it is common for these occur in the parts per trillion concentrations.
- Volatile organic compounds (VOCs). Many industrial cleaners and solvents contain VOCs, and many are regulated. There are also VOCs which are candidates for future regulations or only have health-based limits (e.g., 1,4-dioxane). These compounds may be partially removed through conventional wastewater treatment processes but may or may not exist in reclaimed water above regulated or recommended limits.
- Natural organic matter (NOM). Water, particularly surface waters like Lake Mary, contains organic matter. NOM covers a broad spectrum of CECs of varying properties and the composition is highly influenced by the ecology, climate and geology of the area. Some forms of NOM are responsible for taste and odor (e.g., geosmin) and others become precursors to disinfection byproducts. Many naturally organic CECs are persistent in the environment and can remain unchanged through drinking water treatment processes, consumer usage, and wastewater treatment.

The Guidance Framework for Direct Potable Reuse in Arizona (Framework), published by the National Water Research Institute (NWRI) in 2018, describes a three-tiered approach for evaluating both regulated and unregulated CECs in wastewater, reclaimed water and advanced treated water. The ADEQ Recycled Water Work Group Final Report of 2018 further refined the recommendations of the Framework to include sampling of Class A+ source water for primary drinking water MCLs, secondary MCLs, CECs on EPA's contaminant candidate list (CCL) and CECs listed under the EPA Unregulated Contaminant Monitoring Rule (UCMR).

Tier 1 includes all regulated CECs under State and Federal Primary Drinking Water Standards. These are all of the CECs for which MCLs have been established. The list for Tier 1 includes 101 CECs.

Tier 2 includes unregulated CECs, secondary and aesthetic standards including CECs of emerging concern. These are CECs for which there is reason to believe they pose a risk to human health and the environment but are not currently regulated. The list of Tier 2 CECs includes those CECs for which:

- EPA has made a preliminary regulatory determination. CECs on one of the Regulatory Determination lists are under consideration for regulation. The criteria for being added to this list are
 - Whether a chemical may have adverse health effects
 - Whether a chemical is found or likely to be found in a public water system and with a frequency and quantity of concern.
 - Whether the EPA determines there is meaningful opportunity to reduce public health risk.
- EPA has issued a provisional short-term health advisory
- Substantiated research indicates there is an adverse risk to human health or the environment

- Other State regulatory bodies have developed maximum contaminant levels, guidance values, risk-based action levels or other notification levels
- Secondary and aesthetic standards

The proposed list for Tier 2 includes 217 CECs. Among some of the most recognizable Tier 2 CECs are:

- BPA. Plasticizer used in many consumer products, including water bottles
- DEET. Insect repellent
- PFAS. A category that includes 29 compounds used in a variety of consumer products, firefighting foam, and other manufacturing.
- 1,4-Dioxane. Used in manufacturing of consumer goods including paints, dyes, antifreeze, cosmetics, and others.
- Nitrosamines including N-Nitrosodimethylamine (NDMA) and N-Nitrosodiethylamine (NDEA)
- Estrogenic compounds. Includes pharmaceutical products and metabolic byproducts
- Total Dissolved Solids. Aggregate measure of dissolved minerals. The Federal Secondary Standard (aesthetics) is 500mg/l.
- Iron. Sustained exposure to levels well above existing secondary (aesthetic) standard may have adverse human health effects. Also important for design of advanced water purification processes.
- Manganese. High levels of exposure have been associated with neurotoxicity. Current secondary (aesthetic) standard is well below levels thought to be of concern to human health. Also important for design of advanced water purification processes.

Tier 3 includes unregulated CECs for which there are no known risks to human health and the environment but are known to frequently occur in wastewater and reclaimed water. Monitoring these CECs is helpful with evaluation of advanced treatment processes, particularly with respect to processes that remove organic CECs of anthropogenic origin. The list of Tier 3 CECs should consider whether the chemical can be expected in reclaimed water and be of molecular properties that are reflective of Tier 2 CECs.

The proposed list for Tier 3 includes 21 CECs, most of which are inorganic materials. Among some of the Tier 3 CECs are:

- Sucralose
- Caffeine
- Progesterone
- Calcium
- Chloride

The complete list of CECs recommended for monitoring reclaimed water for future potable reuse applications is included in Attachment C. The list of references supporting the recommendation for sampling the CEC's is provided in Attachment B. This list should be reviewed and updated periodically as EPA updates their UCMR (unregulated chemical monitoring rule) and RD (regulatory determination) lists.

3.3 Sampling Recommendations

BC recommends expanding the sampling and testing efforts from the City Manager's CEC Advisory Panel Report, which sampled raw and treated surface water, raw groundwater, the treated water distribution system, and the reclaimed water distribution system for chemicals specified in the U.S. EPA's UCMR 3. BC recommends sampling and testing the reclaimed water effluent produced at both WRPs for the CECs provided in Attachment B for future potable uses to understand if any of the chemical constituents are measured at or above the monitoring limits listed. Additional parameters recommended include CEC's from EPA's UCMR 4,



EPA's CCL5, and criteria provided in NWRI's Guidance Framework, which includes all primary drinking water parameters, as well CEC's identified for testing and sampling from recently completed BC source water monitoring and sampling plans. These recommended CEC's for sampling update the sampling parameter list to reflect current trends in drinking water regulation.

An updated round of sampling that BC recommends be performed in the near future is provided in Attachment C, and also shows the CEC's tested in the Advisory Panel Report for which have already been sampled. Sampling of parameters shown in Attachment C, for which samples have not yet been collected, should be conducted in the near term to help inform the decision process for future reclaimed water use. BC specifically recommends sampling and testing for perfluorinated compounds which were sampled for in the drinking water supply but not the reclaimed water during the City Manager's CEC Advisory Panel sampling effort. If the City is considering some type of potable reuse in the future, it is critical to understand whether or not these CEC's are introduced into the system via the sewer catchment area.

Upon sampling, if high levels of a CEC are discovered in the reclaimed water effluent, the City should first determine if these CECs are present in the potable supply, and if not, should consider investigating discharges from industrial users for some of these CECs and work with the industrial users to divert these materials from entering the sewer or provide pretreatment.

Additional treatment to remove potentially harmful CECs found in the reclaimed water may be recommended at some time in the future if the City decides to further evaluate potable reuse options. An evaluation of treatment approaches should be performed to determine the appropriate treatment technology and general timeline for implementation, considering the CECs found, at what level, and the end use of the reclaimed water.

The City should also develop a public relations campaign to communicate with the public on this topic. Especially proving that the City is continuing to monitor these and future CEC's with a commitment to the public health.

If the preferred future use of reclaimed water could impact potable water supplies or aquatic environments, sampling should be performed annually. Additionally, if potable reuse is the preferred alternative, monitoring and sampling efforts should be conducted on the wastewater for source water characterization (ADEQ, 2018). The recommended duration of source water characterization is 6 months to 2 years prior to implementation of a potable reuse program. Thereafter, sampling should occur at least once every 5 years and the list of analytes should be updated to reflect the current CCL and UCMR lists or other newly identified CECs.

Section 4: . Stakeholder Engagement

A key and unique element of this scope was to engage a community stakeholder group to gain perspective from community representatives on the highest and best use of reclaimed water and better understand community preferences and values around the use of excess reclaimed water. This section describes the approach, findings, and recommendations for next steps with the community stakeholder group.

4.1 Approach

The stakeholder group was selected by the City and BC based on applications completed by individuals within the community. The application was open to the public, with a request that each applicant have an interest in reclaimed water use in the community. The goal of the group was to represent a diverse set of perspectives around the community on reclaimed water use, with a request from City Council to include an informal group of concerned citizens, the "Flagstaff Water Group". Additional applications were received from

individuals representing Friends of the Rio de Flag, Friends of Flagstaff's Future, and the Sierra Club. The other nine citizens were members of the public. A group of 13 community members was selected for participation in a number of workshops developed by BC to inform and understand community preferences toward reclaimed water uses. The following alternatives for use of uncommitted reclaimed water were presented to the group for evaluation.

- Expand Purple Pipe
- Streambed Recharge without Advanced Treatment
- Streambed Recharge with Advanced Treatment
- Recharge Wells without Advanced Treatment
- Recharge Wells with Advanced Treatment
- Augmentation of Upper Lake Mary with Advanced Treatment
- Direct Potable Reuse

An initial survey was developed and shared with the group to understand some of the top concerns, values, and preferences around reclaimed water use to get a sense of where to focus. The survey revealed that the top values around reclaimed water use included sustainability/sustainable uses, water quality, and education. It also revealed that the top concern regarding reclaimed water use was water quality, followed by suitable uses and quantity of supply. This feedback helped tailor the group approach.

Figure 4-1 below shows the approach developed for informing stakeholders, gaining perspectives and gathering feedback from the group.

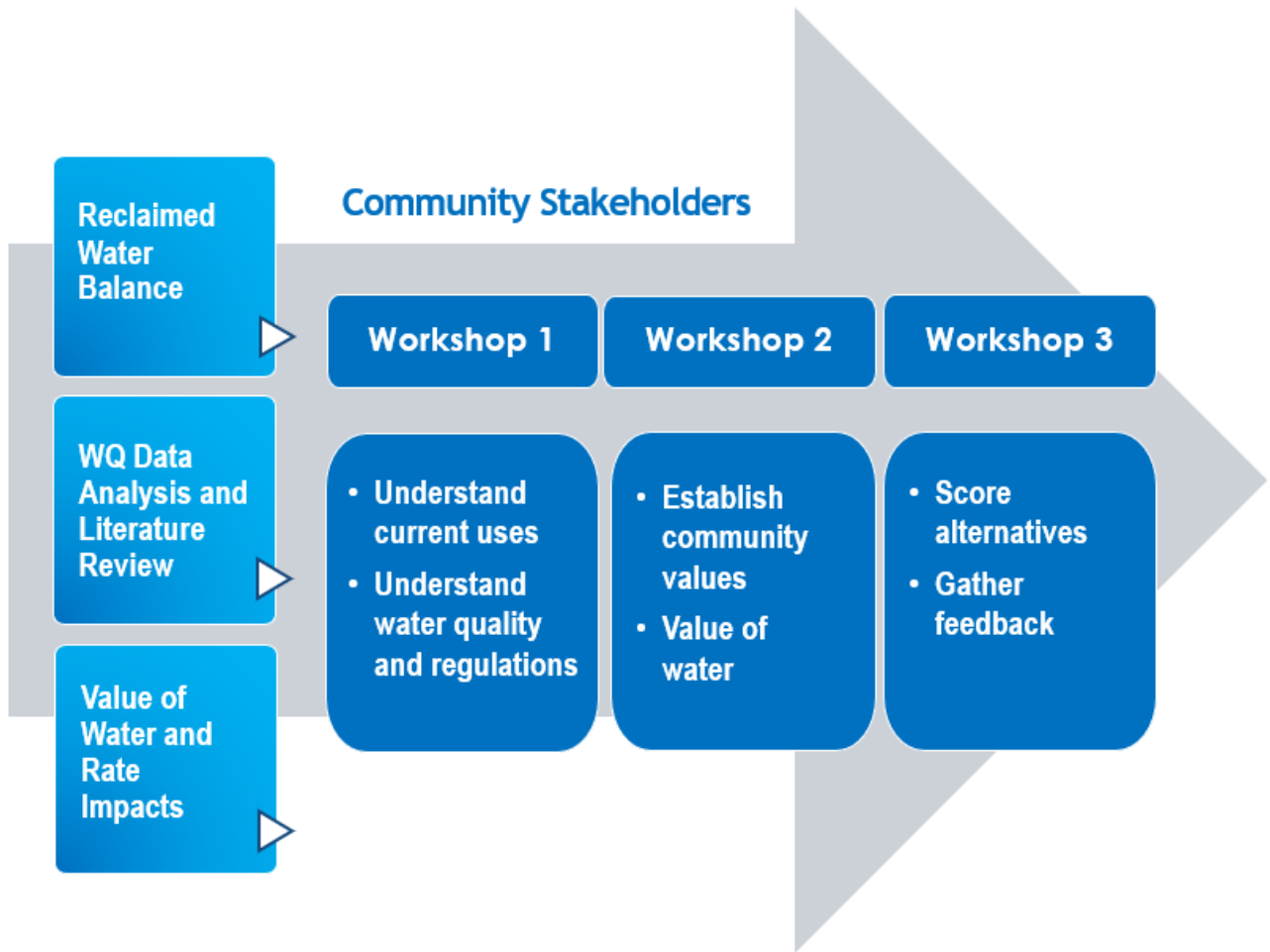


Figure 4-1. Stakeholder approach

As shown in Figure 4-1 above, findings from the three major technical tasks outlined in the scope of work were used to inform the stakeholder group in the workshops. The first workshop was designed to set the stage for the project including group introductions, in which each committee member introduced themselves and answer the question “what do you value most with regard to reclaimed water?” these initial responses were used to develop a list of community values regarding the use of reclaimed water to fine-tune throughout the engagement effort. The goals of workshop 1 were to inform the group on current reclaimed water uses within the community, present the reclaimed water balance to understand current and future availability of reclaimed water, and educate the group on Flagstaff’s water quality.

Workshop 2 introduced some of the finding from WWR’s work on reclaimed water policy pricing and the excess reclaimed water use alternatives the City is looking at. A significant portion of the workshop was also used to create values statements the stakeholder group could use as a tool for evaluating the reclaimed water alternatives.

Workshop 3 focused on gaining consensus from the stakeholder group on their preferred alternative for excess reclaimed water use. Prior to the workshop, the stakeholder group completed a scoring matrix of the alternatives against the values the group developed. During the workshop, these scores were presented and the group was encouraged to provide feedback on their scoring. The goal was to identify information gaps and determine what additional information was needed for the members to make an informed decision.

4.2 Findings

Findings and key takeaways from the stakeholder effort include the following:

- A draft list of values was developed
- Engage community tribal members in future reclaimed water planning efforts
- Some common goals among members were identified
- Additional information is needed

The draft list of values was developed with the group to use as a guide in identifying their preferred alternatives. The top alternatives selected would ideally align with the community values established. The values statements were developed by a small breakout group and vetted by the remaining group members. At this time, the values statements are in draft format and further discussion and vetting is required with the stakeholder group. Table 4-1 below shows the draft values. The values statements gained general agreement, although revisiting some of these statements with the group, and the public was requested by the stakeholder group.

Table 4-1. Draft Values Statements	
Value	Application to Reclaimed Water Management Decisions
Health, Quality	<ul style="list-style-type: none"> a. Make decisions that protect the long-term health and safety of people and other living organisms b. Ensure that our water practices don't degrade the quality of our potable water supplies (Coconino Aquifer, Lake Mary, Inner Basin) c. Rely on best available science d. Recognize limits to our knowledge and take a precautionary principal approach to future actions
Water Sustainability	<ul style="list-style-type: none"> a. Make decisions to minimize our ongoing net consumption of water in order to maximize our long-term water use choices
Energy Efficiency	<ul style="list-style-type: none"> a. Work to maximize the energy efficiency of the system in support of city climate action goals
Aesthetics/Amenity	<ul style="list-style-type: none"> a. Operate the water system to improve the local quality of life, including aquatic and riparian habitats and their associated native plants and animals
Respect	<ul style="list-style-type: none"> a. Acknowledge and respect the needs of neighboring water users, especially tribal communities and those using the Coconino Aquifer downstream of Flagstaff
Equity	<ul style="list-style-type: none"> a. Ensure that the benefits of reclaimed water are accessible and/or accrue to all residents

Through the values exercise, the City and stakeholder group identified a need for input from community tribal members to gain perspectives from indigenous people in the community. A small group conversation with community members part of various tribes represented in the City was held to shed light on their perspectives and determine how they could be represented in the stakeholder values. Ultimately, the City and the group determined that in order to reflect these voices in the community, at least one or many of these tribal members need to be included in further stakeholder workshops and engagements going forward.

Through the workshops, values development, and scoring it was clear that the group had a common goal of defining and determining the highest and best use of reclaimed water, and additional information was needed to help make that determination.

Key considerations for the stakeholder group going forward include:

- Water quality – are there any chemicals of concern present in the reclaimed water effluent, and what effects will those have on the various uses



- Highest and best use – How will these alternatives provide supply resilience through climate change and other challenges
- Energy use – which of the alternatives require the lowest energy use
- Cost – who pays and what are the rate impacts
- Gain understanding on which of the alternatives are supported or preferred by the various communities living in Flagstaff

4.3 Next Steps

Engagement with the community stakeholder group is an ongoing task throughout the City’s reclaimed water master plan effort. The stakeholder group identified the following next steps to provide more refined context and clarity on preferred alternatives for the future reclaimed water management:

- Big Picture – a focus on where we are trying to get to with the group – which is identify the best and highest use of the resource
- Provide more information on the range of costs for each alternative and how those costs will be distributed to the consumer in each of the alternatives
- Energy demand and efficiency for each of the alternatives
- Cultural/Other Community Perspectives
- Water quality goals and treatment technologies. The water quality goals and appropriate treatment technologies will be based on the findings from the reclaimed water sampling effort described in Section 3.

Section 5: Recommendations

The reclaimed water study was intended to evaluate critical components needed for an overall reclaimed water master plan, which is the next step for the City.

The following items should be completed as part of the next phase of work for the reclaimed water master plan:

- Undergo scenario planning effort to develop strategies for managing uncertainties and risk in the City’s water resources portfolio to provide systemwide resilience;
- Solicit input from Water Commission and City Council to gain their thoughts on how to continue the stakeholder engagement, including tribal community members and other cultural perspectives. Section 4 above identifies the next steps recommended for the stakeholder group effort. Additional and broader public input will also be needed once the stakeholder group has identified their preferred alternatives;
- Reclaimed water sampling results from the list provided in Attachment C, including a report of what, if any, CECs were found in the reclaimed water that should be addressed and/or monitored. The results from this effort can be combined with the results from the CEC Panel Report from 2019 for an even broader picture of the reclaimed water quality;
- Evaluation of treatment technologies to address chemicals of concern, and recommendations for when to consider implementing additional treatment;
- Evaluate costs for the preferred alternatives for reclaimed water, up to three or four total, at an American Association of Cost Engineers (AACE) Class 4 Estimate. A Class 4 estimate is defined as a Planning Level or Design Technical Feasibility Estimate. Class 4 estimates are used to prepare planning-level cost scopes or to evaluate alternatives in design conditions. Class 4 estimate require a 1 to 15 percent design effort to properly define the project. The greater the level of design, the less uncertainty of the estimate.



The Advanced Water Reclamation Feasibility study includes class 4 cost estimates for two alternative direct potable reuse treatment trains. We recommended bringing other reclaimed water alternative costs to this level of cost estimate for an equivalent comparison among the various options. Operation and maintenance (O&M) costs should also be developed for each of the preferred alternatives. These costs will be used to evaluate the alternatives against each other and develop rate impacts to customers;

- An evaluation of the economic value of reclaimed water generated by land use types to help inform planning and allocation;
- Evaluate each of the management strategies to understand the financial impact on the consumer water bill;
- In addition to considering the economic value of reclaimed water resources in rate setting, reclaimed water agreements should be prioritized based on uses that generate the most overall value for the City. This could include an analysis of whether to expand the reclaimed system at all. Although system expansion allows for new reclaimed water purchase agreements, consideration of the economic, community, and environmental benefits generated from different uses of reclaimed water in the City needs to be evaluated further; and
- Evaluate the preferred alternatives from a “big picture” perspective, including how each of the alternatives fits into the City’s water resources portfolio, provide system resilience, satisfy community preferences, and result in the overall best and highest use of the resource.

References

Reports

Recycled Water Work Groups Final Report, Section 2, Arizona Department of Environmental Quality, 2018, pg 11.

Guidance Framework for Direct Potable Reuse in Arizona, Chapter 3 Recommendations, National Water Research Institute, 2018, pg 46

Internet Document

Tiffani Cáñez, Mark Brusseau, Bo Guo, Dick Thompson, and Jennifer McIntosh, "PFAS in Groundwater at a Reclaimed Water Recharge Facility" *UA Science Hydrology & Atmospheric Sciences April 2020*, <https://has.arizona.edu/pfas-groundwater-reclaimed-water-recharge-facility> (August 19, 2021).

Attachment A: Reclaimed Water Pricing Policy and Economic Value of Water Memorandum



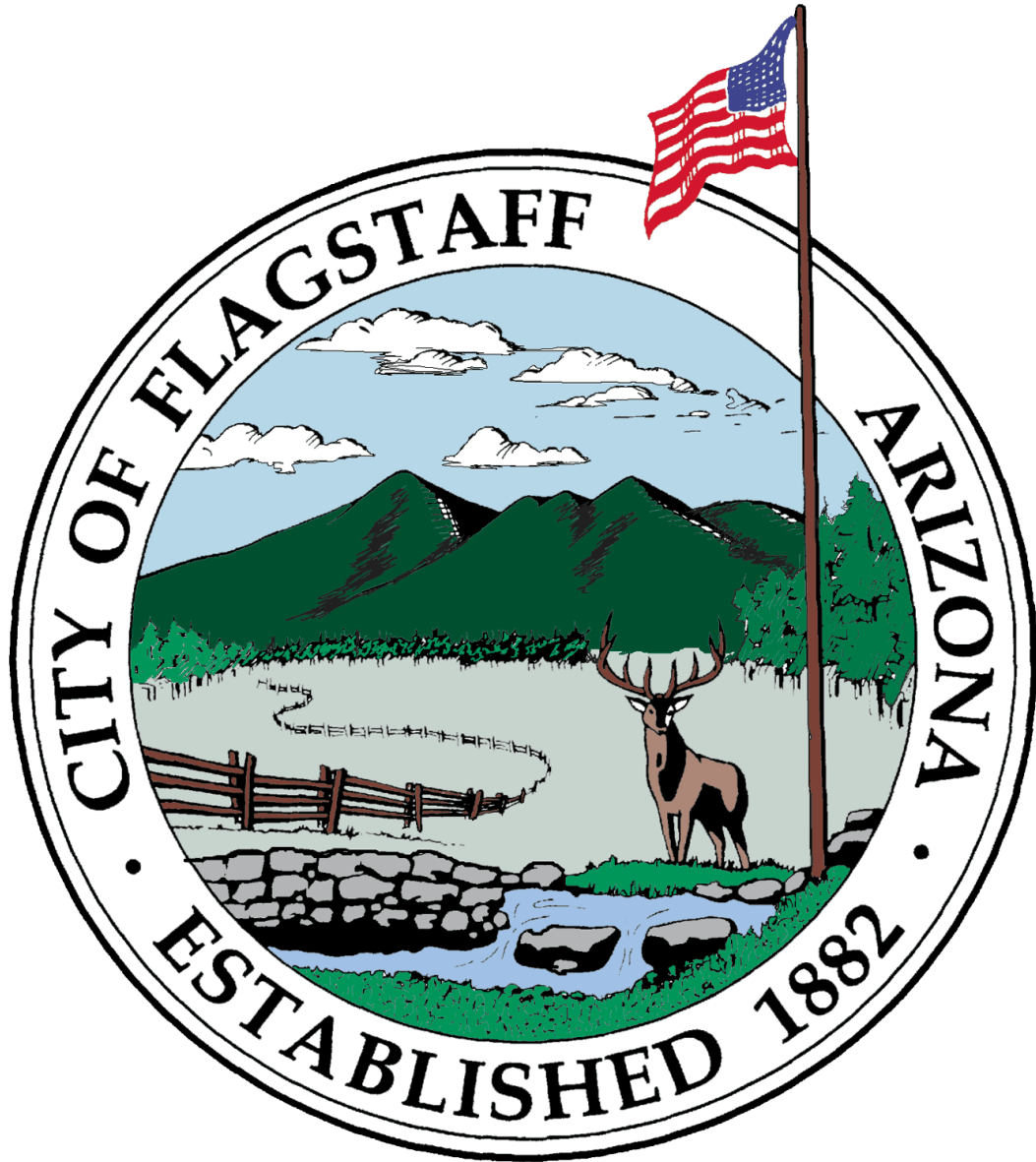
Attachment B: Recommended Sampling for Potable Reuse



Attachment C: Initial Supplemental Sampling for Flagstaff Reclaimed Water

Includes a list of constituents to be sampled and tested prior to help inform the decision process for future reclaimed water use





City of Flagstaff, AZ

Water, Reclaimed Water, & Wastewater Cost-of-Service Study – Water Rate Design

*City Council Meeting
April 2nd, 2024*



Agenda

1. Review Water Rate Option 3 Comparison for Single Family Tier "Ratios"
2. Discussion on Reclaimed Water Rates



Water Rate Option 3 Comparison



What was presented on March 25: Option 2 + Class Combination = Option 3

Meter Size	Current Rate*	Fixed Charge (25% Cost Recovery)
3/4"	\$16.64	\$14.33
1"	\$19.60	\$19.86
1 1/2"	\$26.98	\$33.66
2"	\$35.84	\$50.23
3"	\$56.52	\$102.68
4"	\$86.05	\$144.10
6"	\$159.88	\$364.97
8"	\$248.47	\$447.80
10"	\$351.83	\$1,165.64
Annual Cost Recovery (millions) – Option 3		\$4.24

Customer Class	Tier Price Ratio	Current Rate*	Volume Charge (per 1,000 gallons) (75% Cost Recovery)	
Single Family	Tier One	0.95	\$3.44	\$4.48
	Tier Two	1.00	\$4.45	\$4.72
	Tier Three	1.80	\$6.86	\$8.50
	Tier Four	4.00	\$13.72	\$18.88
Multi-family		\$4.42	\$4.97	
Commercial/Schools		\$4.69	\$5.88	
Landscape		\$4.69	\$10.51	
Manufacturing		\$4.63	\$5.56	
Institutional		\$4.30	\$5.88	
Hydrant		\$7.17	\$7.60	
Standpipe		\$9.56	\$7.55	
Annual Cost Recovery (millions) – Option 3			\$12.72	

*Inside city rate. All rates exclude taxes and energy fee



Option Comparison – Volume Charge (per 1,000 gallons)

Customer Class		Tier Price Ratio	Current Rate*	COS Results (71% Cost Recovery)		Option 1 (75% Cost Recovery)		Option 2 (75% Cost Recovery)		Option 3 (75% Cost Recovery)		Option 3 Revised (75% Cost Recovery)	
Single Family	Tier One (0-3,500)	1.00	\$3.44	1.00	\$3.74	1.00	\$4.23	0.95	\$4.48	0.95	\$4.48	0.93	\$4.39
	Tier Two (3,501-6,200)	1.30	\$4.45	1.30	\$4.86	1.30	\$5.50	1.00	\$4.72	1.00	\$4.72	1.00	\$4.72
	Tier Three (6,201-11,500)	2.00	\$6.86	2.00	\$7.48	2.00	\$8.47	1.8	\$8.50	1.8	\$8.50	2.00	\$9.43
	Tier Four (11,501+)	4.00	\$13.72	4.00	\$14.95	4.00	\$16.93	4.00	\$18.88	4.00	\$18.88	4.00	\$18.86
Multi-family			\$4.42	\$4.74	\$4.97	\$4.97	\$4.97	\$4.97	\$4.97	\$4.97	\$4.97	\$4.97	\$4.97
Commercial/Schools			\$4.69	\$5.43	\$5.62	\$5.62	\$5.62	\$5.62	\$5.88	\$5.88	\$5.88	\$5.88	\$5.88
Landscape			\$4.69	\$10.24	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51	\$10.51
Manufacturing			\$4.63	\$5.48	\$5.56	\$5.56	\$5.56	\$5.56	\$5.56	\$5.56	\$5.56	\$5.56	\$5.56
Institutional			\$4.30	\$6.82	\$6.86	\$6.86	\$6.86	\$6.86	\$5.88	\$5.88	\$5.88	\$5.88	\$5.88
Hydrant			\$7.17	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60
Standpipe			\$9.56	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55	\$7.55
Annual Volume Charge Cost Recovery (millions)				\$11.98	\$12.72	\$12.72	\$12.72	\$12.72	\$12.72	\$12.72	\$12.72	\$12.72	\$12.72

*Inside city



Water COS Average Bill Impacts for Rate Option 3 Revised

Customer Class	Rep. Meter Size	Avg. Bill Volume (kgals)	Avg. FY 2024 Water Bill	FY 2025			FY 2026			FY 2027			FY 2028			FY 2029		
				Total Bill	\$ Change	% Change	Total Bill	\$ Change	% Change	Total Bill	\$ Change	% Change	Total Bill	\$ Change	% Change	Total Bill	\$ Change	% Change
Single Family	¾"	4	\$30.91	\$32.04	\$1.13	3.7%	\$36.84	\$4.81	15.0%	\$42.37	\$5.53	15.0%	\$48.72	\$6.36	15.0%	\$56.03	\$7.31	15.0%
Multi-family	1"	9	\$59.38	\$64.59	\$5.21	8.8%	\$74.28	\$9.69	15.0%	\$85.42	\$11.14	15.0%	\$98.23	\$12.81	15.0%	\$112.97	\$14.73	15.0%
Commercial/ Schools	1"	40	\$207.20	\$255.08	\$47.88	23.1%	\$293.34	\$38.26	15.0%	\$337.35	\$44.00	15.0%	\$387.95	\$50.60	15.0%	\$446.14	\$58.19	15.0%
Landscape	1"	24	\$132.16	\$272.10	\$139.94	105.9%	\$312.92	\$40.82	15.0%	\$359.85	\$46.94	15.0%	\$413.83	\$53.98	15.0%	\$475.90	\$62.07	15.0%
Manufacturing	1.5"	73	\$364.97	\$439.54	\$74.57	20.4%	\$505.47	\$65.93	15.0%	\$581.29	\$75.82	15.0%	\$668.49	\$87.19	15.0%	\$768.76	\$100.27	15.0%
Institutional	8"	2,165	\$9,557.97	\$13,179.22	\$3,621.25	37.9%	\$15,156.10	\$1,976.88	15.0%	\$17,429.52	\$2,273.42	15.0%	\$20,043.94	\$2,614.43	15.0%	\$23,050.54	\$3,006.59	15.0%



Water – Discussion of Options

➤ Option 3 as Presented on March 25th

To address Council's objectives of "***intraclass proportionality***" and "***water conservation***" the "ratios" between each Tier within the Single-Family Residential Customer Class were evaluated

- The ratios that distribute the cost-of-service between Tiers 1, 2, and 3 were adjusted from current
- The resulting ratios adjust the volume charges for more equitable "essential" water uses while preserving water conservation price incentive
 - "Efficient" water use of 50 gallons per person per day
 - = 2.3 people per home in Tier 1 (up to 3,500 gallons per month)
 - = \$0.20/1,000 gallons for the next 1.7 people in Tier 2 (for the next 2,700 gallons per month)
- Maintaining Tier 1 and Tier 2 maintains a water conservation signal
- Shifts more of the cost-of-service due of the peaking impact to outdoor water demand (Tiers 3 & 4)



Water – Discussion of Options

➤ Option 3 Comparison

Response to the Council's and Commission's objective to relieve pressure from Tier 1 & Tier 2

Adjusted ratio back to 2.00 on Tier 3 resulting in a slight reduction to Tier 1 ratio

- Shifts more of the peaking burden to Tier 3 by an increase of \$1.00/1,000 gallons
- Reduces the peaking burden in Tier 1 by a decrease of \$0.10/1,000 gallons
- Maintains a water conservation signal
- Slightly reduces the intraclass proportionality between family sizes by \$0.10/1,000 gallons



Council Direction on Single-Family Volume Rate

- Option 3 from March 25
- Revised Option 3



Reclaimed Water Rate & Policy Discussion



What are the updated rates for reclaimed?



BASED ON OPTION 3

PROPOSED CURRENT

RECLAIMED WATER: (per 1,000 gallons)		Customer Class	Inside City Rate	Outside City Rate	% of Potable
Private Residential	Tier 1 (0 - 3,500 gallons)	R1	\$1.63	\$ 1.79	35%
	Tier 2 (3,501 - 6,200 gallons)		\$1.98	\$ 2.18	35%
	Tier 3 (6,201 - 11,500 gallons)		\$2.82	\$ 3.11	35%
	Tier 4 (11,501+ gallons)		\$5.23	\$ 5.75	35%
Commercial (no main Ext):		C	\$2.07	\$ 2.27	35%
Commercial (w/ main Ext):		C	\$4.43	\$ 4.87	75%
Manufacturing (no main Ext):		MN	\$2.04	\$ 2.25	35%
Manufacturing (w/ main Ext):		MN	\$4.38	\$ 4.82	75%
NAU (No main extension):		NA	\$1.93		35%
NAU (with main extension):		NA	\$4.13		75%
Hydrant Meter		WR	\$4.19		50%
Standpipe		RS	\$4.78		
Off Peak/Golf Course:*		WR	\$1.80	\$ 1.98	87%

*Rate is 87% of the Commercial (no maint extension) reclaimed rate

RECLAIMED WATER: (per 1,000 gallons)		Customer Class	Inside City Rate	Outside City Rate	% of Potable
Private Residential	Tier 1 (0 - 3,500 gallons)	R1	\$1.96	\$2.15	35%
	Tier 2 (3,501 - 6,200 gallons)		\$2.07	\$2.28	35%
	Tier 3 (6,201 - 11,500 gallons)		\$3.72	\$4.10	35%
	Tier 4 (11,501+ gallons)		\$7.03	\$7.73	35%
Commercial (no main Ext):		C	\$2.48	\$2.73	35%
Commercial (w/ main Ext):		C	\$5.32	\$5.85	75%
Manufacturing (no main Ext):		MN	\$2.37	\$2.61	35%
Manufacturing (w/ main Ext):		MN	\$5.08	\$5.59	75%
NAU (No main extension):		NA	\$2.48		35%
NAU (with main extension):		NA	\$5.32		75%
Hydrant Meter		WR	\$4.41		50%
Standpipe		RS	\$3.78		
Off Peak/Golf Course:*		WR	\$2.16	\$2.37	87%

*Rate is 87% of the Commercial (no main extension) reclaimed rate



Reclaimed Water Cost of Service Analysis

- The current and projected reclaimed water rates cover the Operation & Maintenance costs allocated for reclaimed
 - Distribution costs
 - Share of costs at Wildcat for production
 - Share of costs at Rio for production
 - Operating capital
 - Shared services costs (for Finance, HR, IT, billing, etc.)
- The large increase we were projecting was to fully fund the approved, informed, and unfunded CIP projects. The current rate plan is expected to fund a small portion of the full CIP.



Previous Work on Reclaimed Water Policy

- 2014 City of Flagstaff Council-Adopted Water Policies – Chapter C
 - C1 – Charges
 - C2 – Water Quality & Education
 - C3 – Reclaimed Water Agreements
 - C4 – Reclaimed System Capacity
 - C5 – Out of City Deliveries
 - C6 – Recharge & Recovery
 - C7 – Uses, Allocation and Priority



Previous Work on Reclaimed Water Policy

- 2021 Reclaimed Water Pricing Policy and Economic Value of Water, WestWater Research
 - Comparative analysis of reclaimed water rate structures in other AZ communities
 - Synthesis of rate structure and water policy considerations
- 2021 Reclaimed Water Study Technical Memorandum, Brown & Caldwell
 - Evaluation of Management Options for Uncommitted Reclaimed Water
 - Engaged a Citizen Group to Identify Community-Specific Values



Reclaimed Water Considerations & Discussion

- Tonight: Discussion on what approach City Council takes
- Council: What are we trying to accomplish?
- Examples of prior work on this topic: See attachments to agenda
- Options for reclaimed water portion of rate study
 - Option 1 - Leave Policy "As-Is"
 - Allow staff to work on initiatives outside of rate study
 - Negotiate on water usage in customer contracts
 - Bring reclaimed water planning back for council discussion
 - Option 2 - 1% increase
 - Doesn't really allow us to do more projects
 - Helps the fund by reducing our debt financing



Public Outreach Event

- April 8th at East Flagstaff Community Library 5:30 pm to 7 pm
 - Share “Rate Calculator” with customers
 - Information on Water Services
 - Water and Wastewater Production & Treatment
 - Water and Wastewater Distribution & Sewer Collections
 - Water Conservation & Water Resources
 - Customer Service
 - Regulatory Compliance
 - Capital Projects



Example from another community



Next Steps

- April 16, 2024 – adopt notice of intention (NOI) to change rates and fees
 - Stantec will present a “rates package” for Council to review
 - 5-year rate schedules & impact to customer classes
 - Draft report of Rate Study released for review
- April 18 – Same presentation to Water Commission
- May 7 – Staff update and check-in with Council
 - Staff will update Council on public outreach and community response
 - Discussion & question/answer with Council on the rates package
- May 16 – Check-in with Water Commission on draft report or other rates topics; last update before first read
- May 21 – Check-in with City Council on draft report or other rates topics
- June 4 – Last update to Council before the public hearing
- June 18 and July 2, 2024 - Public hearings on changes in rates and fees
- September 1, 2024 - new rates are effective



Thank you

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 03/27/2024
Meeting Date: 04/02/2024



TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition titled Convert all City Vehicle Fleets to Electric

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

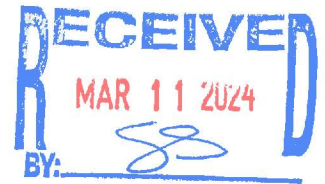
In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on March 11, 2024, requesting that the City Council responsibly transition their fleet vehicles to electric as quickly as possible, to attain the City's goal of net zero greenhouse gas emissions by 2030.

Information:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: [Petition #2024-02](#)

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12



Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Petition to convert all City vehicle fleets to electric

Action Requested: whereas transportation is a major contributor to Flagstaff's greenhouse gas emissions, as residents of the City of Flagstaff we are calling on the City to responsibly transition their fleet vehicles to electric as quickly as possible, to attain the City's goal of net zero greenhouse gas emissions by 2030.

Printed Name of Submitter: Jill K. Stephenson
(Submitter must also sign below and complete information)

Contact Information: Jill K. Stephenson 563-419-0391, jillksteph@icloud.com
(Phone Number and/or e-mail address)


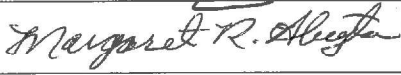
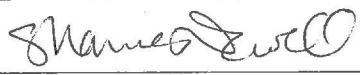
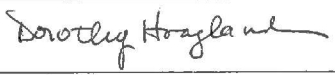
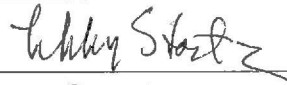


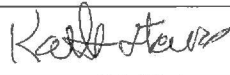
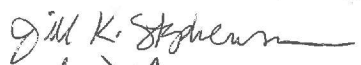

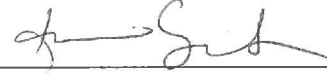
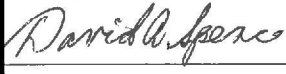
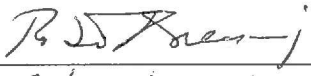
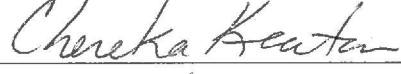
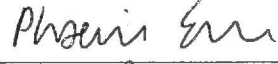


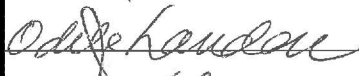
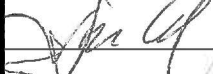

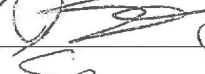
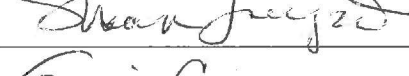
PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/24/24	Kathleen Armstrong	[REDACTED]	Kathleen Armstrong
2/24/24	Lana Malone	[REDACTED]	Lana Malone
2-24-24	Sharon McCormick	[REDACTED]	Sharon McCormick
2/24/24	Michael Tunink	[REDACTED]	Michael Tunink
2/24/24	ROBERT L. SANFORD JR.	[REDACTED]	Robert L. Sanford Jr.
2/24/24	John Probst	[REDACTED]	John Probst
2/24/24	Carol Diley	[REDACTED]	Carol Diley
2/24/24	Tyler Denham	[REDACTED]	Tyler Denham
2/24/24	MARILYN WEISMAN	[REDACTED]	Marilyn Weisman
2/24/24	Margaret Van Cleve	[REDACTED]	Margaret Van Cleve

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
3/11/24	Stacy Salzburg	4/2/2024

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Petition to convert all City vehicle Fleets to electric PAGE 2 OF 2

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/24/24	Paul Dewy		
2/24/24	MARGARET R. ABEYTA		
2/24/24	SHAWN NEWEN		
2/24/24	Dorothy Hoagland		
2/24/24	LIBBY STORTZ		
2/24/24	Janet May		
2/24/24	Roy May		
2/24/24	Kathleen Flaccus		
2/24/24	JILL K STEPHENSON		
2/24/24	Steve Hartop		
2/24/24	Karen Galindo		
2/24/2024	David A. Spence		
2/24/24	Robert Breunig		
2/25/24	CHEREKA KEA TON		
2/26/24	Phoenix Eskridge-Aldama		
2/26/24	Stefan Sommer		
3/3/24	Daniel Kurth		
3/3/24	Odile Landon		
3/3/24	John Dooley		
3/4/24	Laura Vidarosa		
3-6-2024	Tom BURKHART		
3-6-2024	Susan Mayo		
3-7-2024	Erin Celona		