CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
APRIL 7, 2026

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

All City Council Meetings are live streamed on the city's YouTube page
(https://www.youtube.com/@FlagstaffCityGovernment)

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.

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Special Meeting of August 22, 2022, Regular Meeting of March 3, 2026, Special Meeting (Executive Session) of March 10, 2026, City Council Work Session of March 10, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Special Meeting of August 22, 2022, Regular Meeting of March 3, 2026, Special Meeting (Executive Session) of March 10, 2026, City Council Work Session of March 10, 2026.

5. 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.

6. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Sexual Assault Awareness Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation

7. COUNCIL LIAISON REPORTS

8. 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: Ronald Frank Getto "Starlite Lanes", 3406 E Rte 66, Series 12 (Restaurant), New Application

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.

B. Consideration and Action on Liquor License Application: Amy S. Nations "Li's Asian market", 1461 S. Milton Rd. 010 (Beer and Wine Store), New Application

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.

C. Consideration and Action on Liquor License Application: Amy S. Nations "Sonesta ES Suites", 1400 N. Country Club Dr, Series 007 (Beer and Wine Bar), Owner Transfer.

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.

D. Consideration and Action on Liquor License Application: Lauren Kay Merrett "Majestic Marketplace" 601 E. Piccadilly Dr #95., Series 06 (Bar), Owner Transfer

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.

9. 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. Ratification and Approval of Contract: First Amendment to Cooperative Purchase Contract for Courier Graphics Corporation to approve a 2025 expenditure, to approve the upcoming 2026 Discover Flagstaff Annual Visitor Guide expenditure, and to authorize expenditures for the 2027 and 2028 printing services.

STAFF RECOMMENDED ACTION:

1. Ratify the First Amendment to the Cooperative Purchase Contract authorizing a total Contract cost of $216,978.28 and an extension of the Contract until April 20, 2028; and
2. Authorize the City Manager to execute all necessary documents.

B. Ratification of letter of opposition: HB4030/HCR2052

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of opposition to HB4030/ HCR2052

C. Ratification of Public Comment on Privacy Act; System of Records

STAFF RECOMMENDED ACTION:

Retroactive approval of Public Comment on Privacy Act; System of Records

D. Consideration and Approval of Contract: Cooperative Purchase Contract with Xerox Corporation to Lease Copiers.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Xerox Corporation to Lease Copiers for a term of sixty (60) months in an amount not to exceed $100,000, annually; and
2. Authorize the City Manager to execute all necessary documents.

E. Acceptance of Dedications: The Highlands at Canyon Del Rio Block R1 Phase I Final Plat

STAFF RECOMMENDED ACTION:

Accept the dedications.

10. ROUTINE ITEMS

A. Consideration and Adoption of Resolution No. 2026-14 and Ordinance No. 2026-08: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2026 Landfill Fees Corrections and Updates"; and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 7 Health and Sanitation, Section 7-04-001-0010 Fees, Subsection H Landfill Fees; providing for penalties, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2026-14
2. Read Ordinance No. 2026-08 by title only for the final time
3. City Clerk reads Ordinance No. 2026-08 by title only (if approved above)
4. Adopt Ordinance No. 2026-08

B. Consideration and Adoption of Ordinance No. 2026-06: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2026-06 by title only for the final time
2. City Clerk reads Ordinance No. 2026-06 by title only (if approved above)
3. Adopt Ordinance No. 2026-06

C. Consideration and Approval: Materials for Washington DC Lobbying Trip

STAFF RECOMMENDED ACTION:

Approve the materials for the Washington DC Lobbying Trip

11. PUBLIC HEARING ITEMS

1. Open the Public Hearing
2. Presentations (Staff and/or Applicant)
3. Council Questions
4. Public Comment
5. Close the Public Hearing
6. Council Deliberation and Action

A. Consideration and Adoption of Resolution No. 2026-15 and Ordinance No. 2026-10: 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 "PZ-26-00018 - Data Centers" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

Continue the Public Hearing to May 5, 2026.

B. Consideration and Adoption of Ordinance No. 2026-07: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map with a Direct to Ordinance Zoning Map Amendment conditioned on a revised Site Plan of approximately 12.29 acres of real property generally located at 1801 S Milton Road.

STAFF RECOMMENDED ACTION:

At the April 7, 2026 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2026-07 by title only for the first time
3) City Clerk reads Ordinance No. 2026-07 by title only (if approved above)

At the April 21, 2026 Council Meeting:
4) Read Ordinance No. 2026-07 by title only for the final time
5) City Clerk reads Ordinance No. 2026-07 by title only (if approved above)
6) Adopt Ordinance No. 2026-07

12. REGULAR AGENDA

A. Approval of Rental Incentive Bond Program Award for Lone Tree Ranch a 100% affordable rental development

STAFF RECOMMENDED ACTION:

Staff requests City Council's approval of a $1,650,000 Rental Incentive Bond Program award related to 168 affordable rental units at Lone Tree Ranch.

B. Consideration and Adoption of Ordinance No. 2026-09: Regarding the Use of City Property by Partner Government and Non-Profit Entities.

STAFF RECOMMENDED ACTION:

At the April 7, 2026, Council Meeting:
1) Read Ordinance No. 2026-09 by title only for the first time
2) City Clerk reads Ordinance No. 2026-09 by title only (if approved above)

At the April 21, 2026, Council Meeting:
3) Read Ordinance No. 2026-09 by title only for the final time
4) City Clerk reads Ordinance No. 2026-09 by title only (if approved above)
5) Adopt Ordinance No. 2026-09

C. Consideration and Approval of Council Rules of Procedure

STAFF RECOMMENDED ACTION:

Approve the updated Rules of Procedure

13. 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 Citizen Petition titled "Prohibiting discrimination in housing based on source of income"

Council Direction

14. OPEN CALL TO THE PUBLIC

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

16. 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 _____, 2026.

_____
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 Saltzburg, City Clerk

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Approval of Minutes: City Council Special Meeting of August 22, 2022, Regular Meeting of March 3, 2026, Special Meeting (Executive Session) of March 10, 2026, City Council Work Session of March 10, 2026.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Special Meeting of August 22, 2022, Regular Meeting of March 3, 2026, Special Meeting (Executive Session) of March 10, 2026, City Council Work Session of March 10, 2026.

Executive Summary:

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

Council could choose to not approve the minutes.

Connection to PBB Priorities and Objectives:

High Performing Governance: Serve the public by providing high quality customer service

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: 08.22.2022.CCSMES
03.03.2026.CCRM
03.10.2026 CCSMES
03.10.2026.CCWS

CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 22, 2022
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held August 22, 2022, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Roll Call

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR SWEET (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MCCARTHY (virtually)
COUNCILMEMBER SALAS (virtually)
COUNCILMEMBER SHIMONI (virtually)

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Mayor Deasy read the 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. **Consideration and Adoption of Resolution No. 2022-42:** A resolution of the Flagstaff City Council, declaring official and adopting the results of the Primary Election held on August 2, 2022.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2022-09 by title only for the final time.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING OFFICIAL AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 2, 2022

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2022-09.

Vote: 7 - 0 - Unanimously

5. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held August 22, 2022, adjourned at 3:07 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on August 22, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of April, 2026.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 3, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held March 3, 2026, to order at 3:00 p.m.

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.

Present: Mayor Becky Daggett
Vice Mayor Miranda Sweet
Councilmember Austin Aslan
Councilmember Anthony Garcia
Councilmember Khara House
Councilmember Lori Matthews
Councilmember David Spence

Staff Present: City Manager Joanne Keene; City Attorney Sterling Solomon

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

The Council and audience recited the pledge of allegiance, Councilmember House read the Mission Statement of the City of Flagstaff, and Vice Mayor Sweet read the 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. Consideration and Approval of Minutes: City Council Regular Meeting of February 3, 2026, Budget Retreat of February 5, 2026, City Council Work Session of February 10, 2026, City Council Regular Meeting of February 17, 2026, City Council Special Meeting Executive Session of February 24, 2026, and City Council Work Session of February 24, 2026.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Anthony Garcia to approve the minutes of the meetings of City Council Regular Meeting of February 3, 2026, Budget Retreat of February 5, 2026, City Council Work Session of February 10, 2026, City Council Regular Meeting of February 17, 2026, City Council Special Meeting Executive Session of February 24, 2026, and City Council Work Session of February 24, 2026.

Vote: 7 - 0 - Unanimously

5. 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.

Colleen Maring, Chief People Officer for Northern Arizona Healthcare, addressed Council to explain the recent decision to pause planning for a new regional referral facility due to Medicaid cuts and financial challenges, highlighting the hospital's role as the only level one trauma center north of Phoenix and its commitment to serving a large, rural, and economically challenged region.

6. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Women's History Month

Mayor Daggett read and presented the proclamation.

7. COUNCIL LIAISON REPORTS

Councilmember Aslan shared that the Tourism Commission met and focused more on discussion among commissioners rather than simply reviewing reports, which made the meeting feel more productive. The Coconino Plateau Water Advisory Council received a presentation about the impacts of the 2025 Dragon Bravo and White Sage wildfires on North Rim water resources. The Sustainability Commission heard presentations about fare-free public transit programs, including examples from Missoula and Kansas City. Both cities reported mixed results, and Kansas City plans to transition back to a fare structure in June 2026. Lastly, he announced two events scheduled for March 21: a Southside community cleanup at the NAU Health and Learning Center followed by a seed-starting workshop for high-elevation climates at the NAU Slug Garden.

Vice Mayor Sweet shared that the MetroPlan Board will meet later that week. She also highlighted a new Safe Routes to School initiative in partnership with Flagstaff Unified School District that will provide kits to elementary school physical education teachers. The kits will help facilitate bicycle and pedestrian safety lessons and will include helmets and other materials for students.

Councilmember House reported that the Commission on Diversity Awareness approved the Women's History Month proclamation and emphasized a goal of encouraging more community engagement, so proclamations inspire action rather than simply serving as statements. The commission also participated in community events related to the Lunar New Year celebration held downtown. She also reported that the Housing Commission discussed proposals for adaptive reuse and preservation of the El Pueblo Motel, including its historic connection to the Navajo Code Talkers. The commission plans to bring the topic back for further discussion.

Councilmember Spence shared that the Parks and Recreation Commission and the Open Space Commission recently held a joint meeting. One of the topics discussed was the PROSE Master Plan which would be presented later in the agenda.

8. APPOINTMENTS

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

A. Consideration of Appointments: Water Commission

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to appoint Robert Vane to the Water Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to appoint Haley Paul to the Water Commission.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to appoint Caroline Reed to the Water Commission.

Vote: 7 - 0 - Unanimously

B. Consideration of Appointments: Sustainability Commission

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Austin Aslan to appoint Amy Wolkowinsky to the Sustainability Commission.

Vote: 7 - 0 - Unanimously

Moved by Mayor Becky Daggett, **seconded by** Councilmember Khara House to appoint Rodger Scurlock to the Sustainability Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember David Spence, **seconded by** Councilmember Anthony Garcia to appoint Alyssa Kuzukian to the Sustainability Commission.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to appoint Audrey Ridge to the Sustainability Commission.

Vote: 7 - 0 - Unanimously

C. Consideration of Appointments: Planning and Zoning Commission

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to appoint Rebecca Coppa to the Planning and Zoning Commission.

Vote: 7 - 0 - Unanimously

9. 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.

Moved by Councilmember David Spence, **seconded by** Councilmember Anthony Garcia to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. Consideration and Approval of Contract: Flowers Program Services Contract with Foxglove Gardening.

1. Approve a new Contract with Foxglove Gardening, an Arizona Corporation, for a total amount not to exceed two hundred thousand dollars and zero cents ($200,000.00) annually for labor and supplies for flowers and shrubbery in planters, hanging baskets, and wine barrels to beautify the Downtown, Southside, and 4th Street Gateway to Sunnyside. The contract price is one hundred fifty thousand forty-five dollars and sixty-six cents ($150,045.66) for May 2026-April 2027. The amount not to exceed will allow for cost increases due to change in scope or upon renewal. The contract is renewable four times.
2. Authorize the City Manager to execute all necessary documents.

B. Consideration and Approval of Contract: Cooperative Purchase Contract with Play It Safe Playgrounds & Park Equipment for the McMillan Mesa Park playground replacement in the amount of $161,583.51

1. Approve the Cooperative Purchase Contract in the amount of $161,583.51 with Play It Safe Playgrounds & Park Equipment replacing the aged playground with a new playground as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-08 ; and
2. Authorize the City Manager to execute the necessary documents.

C. Consideration and Approval of Contract: Contract for Public Defender Services with Harris & Winger, P.C.

1. Approve the contract for Public Defender Services with Harris & Winger, P.C. in the amount of $650,000.00 annually plus a 3% increase each year of the contract thereafter
2. Authorize the City Manager to execute all necessary documents.

10. ROUTINE ITEMS

A. Consideration and Approval of Contract: Development of a Parks, Recreation, Open Space, and Events (PROSE) Master Plan by Kimley-Horn and Associates, Inc. for an amount not to exceed $199,530.00.

Parks, Recreation, Open Space, and Events Director Rebecca Sayers provided a PowerPoint presentation that covered the following:

PROSE MASTER PLAN CONTRACT
BACKGROUND AND HISTORY
PROCESS
PROPOSED PLAN
PROPOSED TIMELINE AND BUDGET
STAFF RECOMMENDED ACTION

Moved by Councilmember David Spence, **seconded by** Councilmember Anthony Garcia to approve the contract with Kimley-Horn and Associates for a PROSE Master Plan for an amount not to exceed $199,530 and authorize the City Manager to execute the necessary documents.

Councilmember House thanked staff for all of the work getting to this point and she looked forward to hearing more as the process moves forward.

Vote: 7 - 0 - Unanimously

B. Consideration and Adoption of Ordinance No. 2026-02: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Chapter 10-40 Specific to Zones, Division 10-40.30 Non Transect Zones.

Consideration and Adoption of Ordinance No. 2026-03: An Ordinance of the City Council of the City of Flagstaff, the Flagstaff City Code, Title 11, General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements.

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2026-02 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, CHAPTER 10-40 SPECIFIC TO ZONES, DIVISION 10-40.30 NON TRANSECT ZONES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to adopt Ordinance No. 2026-02.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Anthony Garcia to read Ordinance No. 2026-03 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, GENERAL PLANS AND SUBDIVISION, CHAPTER 11-20: SUBDIVISION AND LAND SPLIT REGULATIONS, DIVISION 11-20.40: SUBDIVISION PROCEDURES AND REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Anthony Garcia, **seconded by** Councilmember Lori Matthews to adopt Ordinance No. 2026-03.

Vote: 7 - 0 - Unanimously

11. PUBLIC HEARING ITEMS

A. Consideration and Adoption of Ordinance No. 2026-05: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to Direct to Ordinance Zoning Map Amendment to rezone approximately 8.51 acres of real property generally located at the northeast corner of Lone Tree Road and Pine Knoll Drive

Mayor Daggett opened the public hearing.

Current Planning Manager Alax Pucciarelli provided a PowerPoint presentation that covered the following:

LONE TREE RANCH DIRECT TO ORDINANCE ZONING MAP AMENDMENT
REQUEST OVERVIEW
VICINITY MAP
PROPOSAL
PROPOSED DENSITY
AFFORDABLE HOUSING UNITS
PROPOSED UNIT MIX
SITE PLAN REVIEW
PROPOSED FLOOR PLAN -- APARTMENT
PROPOSED ELEVATION -- APARTMENT
PROPOSED FLOOR PLAN -- CLUB HOUSE
PROPOSED ELEVATION -- CLUB HOUSE
RESOURCE PROTECTION
COMMON SPACE
PEDESTRIAN & BICYCLE FACILITIES
LANDSCAPING
PARKING
PUBLIC SYSTEMS IMPACT ANALYSIS
FINDINGS
FINDING #1: CONFORMANCE WITH THE GENERAL PLAN
FINDING #2: COMMUNITY BENEFITS AND PUBLIC GOOD
FINDING #3: SITE IS PHYSICALLY SUITABLE
DEVELOPMENT AGREEMENT
CITIZEN PARTICIPATION
RECOMMENDATION

Lindsay Schube with Gammage and Burnham, on behalf of the developer, answered questions about the proposed project. She explained that the gated design is intended to create a safer internal environment for residents, many of whom may be single parents, by keeping children within the property near amenities like the playground and clubhouse. The gates would also help manage parking due to the site's proximity to Northern Arizona University and event-related overflow. She emphasized the gates are on private property and will not affect traffic on public roads.

Ms. Schube indicated that the project does not follow the "building forward" standard mainly because of the site's steep slope, which has made the property difficult to develop since its 1997 rezoning. To address the intent of the standard, the design places the clubhouse on the corner to help activate that space. She also confirmed the development agreement requires rentals of at least 30 days, consistent with federal funding requirements.

In response to design questions regarding the windows within the project, Ms. Pucciarelli explained that recessed windowpanes are less common in modern construction and can increase maintenance costs in harsh climates, so the project will instead use trim details to create visual depth.

Ms. Schube explained that the project will remain affordable for at least 30 years, with the developer required to own and manage the property for the first 15 years. The project also includes transportation features such as a nearby bus stop and a connection to the FUTS trail system.

Ms. Schube then provided a PowerPoint presentation that covered the following:

LONE TREE RANCH
LINCOLN AVENUE COMMUNITIES
PROJECT LOCATION
CONTEXT MAP
PROJECT PROPOSAL -- OVERHEAD VIEW
PROPERTY PROFILE VIEW
PROJECT PROPOSAL -- APARTMENT BUILDINGS

PROJECT PROPOSAL -- COMMUNITY SPACE
ZONING MAP AMENDMENT
REQUIRED FINDINGS
REGIONAL PLAN CONFORMANCE
PUBLIC BENEFITS
SUITABILITY OF LOCATION
SUMMARY
DEVELOPMENT AGREEMENT
FINAL THOUGHTS

Councilmember Garcia thanked the developer for proposing a high-density affordable housing project in a location close to schools and suitable for families. He asked why the development was designed as 100% affordable housing rather than the more common model where developers include only a small percentage of affordable units within a larger project.

Matthew Klein of Lincoln Avenue Communities explained that their company specializes exclusively in affordable housing developments nationwide. The project will be financed through the federal 4% Low-Income Housing Tax Credit program established in 1986, which combines private investment with federal tax credits to fund affordable housing. Using this Section 42 financing model allows the entire development to remain fully affordable for 30 years.

There being no further comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to read Ordinance No. 2026-05 by title only for the first time.

Councilmember House expressed support for the proposed project and thanked the team for bringing forward a 100% affordable housing community. She stated that it is an exciting opportunity for Flagstaff that addresses long-standing community housing needs in a unique way. She believes that the project helps advance goals the city has pursued for years and appreciated how it brings together multiple community priorities.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 8.51 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF LONE TREE ROAD AND PINE KNOLL DRIVE (APNS 104-14-003G, 104-14-003H, AND 104-14-003J), FROM THE SUBURBAN COMMERCIAL (SC) AND HIGH DENSITY RESIDENTIAL (HR) ZONES WITH THE RESOURCE PROTECTION OVERLAY (RPO) TO HIGH DENSITY RESIDENTIAL (HR) ZONE WITH THE RESOURCE PROTECTION OVERLAY (RPO) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

12. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2026-11: a resolution of the Flagstaff City Council, declaring the City of Flagstaff's commitment to supporting and advancing policies and partnerships that move the community toward the goal of becoming a Recovery-Ready Community

Councilmember House provided a PowerPoint presentation that covered the following:

RECOVERY-READY COMMUNITY
WHAT IS A RECOVERY-READY COMMUNITY
RECOVERY-READY COMMUNITY MATTERS FOR FLAGSTAFF
KEY PILLARS OF RECOVERY-READY COMMUNITIES
CHARACTERISTICS OF RECOVERY-READY COMMUNITIES
COMMUNITY BENEFITS FOR FLAGSTAFF

A VISION FOR RECOVERY-READY COMMUNITY IN FLAGSTAFF
RECOVERY-READY FLAGSTAFF: FIRST STEPS
LET'S CREATE A FLAGSTAFF WHERE RECOVERY LIVES!

Councilmember Matthews asked whether the proposal would require funding, noting that many of the terms used, such as partnerships, collaboration, and needs assessments, often imply financial commitments.

Councilmember House explained that the current request is not a funding proposal but rather an offer for the city to support and participate in a partnership. Because the City of Flagstaff does not operate a Health and Human Services department, it would not lead or financially manage a community needs assessment. Instead, the city could participate in discussions with local agencies and help facilitate conversations about a potential Healing or Wellness Center. Conducting a needs assessment is considered a best practice to better understand community needs before developing services, and it may primarily involve time and engagement rather than direct funding. She noted that Northern Arizona University is already working on such a needs assessment.

Councilmember Garcia also expressed support, noting that substance abuse and related challenges have long affected members of the community and can lead to broader life disruptions

Councilmember House added that many local organizations, including the Guidance Center, Flagstaff Shelter Services, the Coconino County Crisis Coordinating Council, and the Coconino County Children and Youth organization, have contributed to conversations about the effort. She emphasized that the initiative reflects a broader community collaboration aimed at improving recovery-ready and trauma-informed services.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Anthony Garcia to read Resolution No. 2026-11 by title only.

Vote: 6 - 0

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING THE CITY OF FLAGSTAFF'S COMMITMENT TO SUPPORTING AND ADVANCING POLICIES AND PARTNERSHIPS THAT MOVE THE COMMUNITY TOWARD THE GOAL OF BECOMING A RECOVERY-READY COMMUNITY

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Anthony Garcia to adopt Resolution No. 2026-11.

Vote: 6 - 0

13. DISCUSSION ITEMS

A. Discussion about City protocols for interacting with Federal agencies

City Manager Joanne Keene begins by sharing that the city has been working on immigration-related concerns since the previous year. During that time, the police chief has met with community and immigrant groups to understand their concerns, while city leadership and a stakeholder group reviewed the city's immigration directive. The police department also created an incident action plan outlining how the city would respond if immigration enforcement actions occurred in the community; this plan was adopted in July 2025.

She acknowledges that the proposal may not satisfy everyone, some may think it does not go far enough, while others may think it goes too far, but she believes the approach is one the city can support and implement immediately. She also noted that the city has coordinated with neighboring cities, including Tucson and Phoenix, and their approaches are largely aligned.

Ms. Keene emphasized the city's strong relationship with federal partners, noting that federal agencies support many aspects of the community, from wildfire response and disaster assistance to major infrastructure projects. The city has received tens of millions of dollars in federal funding in recent

fiscal years, and large projects like the Rio de Flag flood control project exceed $200 million.

Ms. Keene, Assistant City Manager Shannon Anderson, and Interim Deputy City Manager Kevin Fincel provided a PowerPoint presentation that covered the following:

PROTOCOLS FOR INTERACTIONS WITH FEDERAL AGENCIES
ITEMS FOR DISCUSSION TODAY
CITY'S ROLE IN IMMIGRATION ENFORCEMENT
REPORTING ISSUES OF CONCERN
PROTOCOLS FOR INTERACTIONS WITH FEDERAL AGENCIES
PARTNER ENTITY USE OF CITY PROPERTY
CLARIFYING PROCESS FOR PARTNER ENTITY REQUESTS
SHARING GUIDANCE WITH PARTNERS AND COMMUNITY

Councilmember Aslan begins by thanking staff for the significant work and energy that went into preparing the directive and responding to community concerns. He asks Ms. Keene to explain what a City Manager directive is, how it differs from a Council policy, where these directives are published, and how durable they are if future leadership changes. Ms. Keene explains that directives are administrative rules issued by the City Manager rather than policies approved by the Council. They are posted on the city website and typically guide internal operations and employee practices. She gives examples such as directives on remote work, threat management, service animals in city facilities, vacation leave, and employee ethics. While acknowledging that a future City Manager could technically change a directive, she states that she intends to keep existing directives in place and would inform Council if changes were considered.

Councilmember Garcia thanks staff for listening to the Council and the community throughout the process and recognizing the significant behind-the-scenes work that has been done over the past year. He notes that some community members felt they did not have enough time to review the directive because it is being implemented quickly through an administrative action. He asks how the city plans to continue community engagement and whether feedback could lead to future improvements. Ms. Keene stated that community meetings are being organized, including sessions at the Murdoch Center and with various neighborhood groups, and she emphasizes that she is open to strengthening the directive if suggestions remain consistent with state and federal law.

Councilmember House raises concerns she has heard from residents about public safety and the potential impacts of federal immigration enforcement within the community. She asks whether the directive adequately addresses those concerns. Ms. Keene points to the Police Department's Incident Management Plan adopted the previous July, explaining that it outlines how the city would respond if immigration enforcement activity occurred in the community.

Councilmember Matthews expresses appreciation for the staff's work and for the effort to craft a solution that complies with state and federal law. She believes that implementing the directive administratively may actually be beneficial because it allows the city to adjust quickly if real situations arise that were not anticipated. She also emphasizes the importance of maintaining functional relationships with federal agencies, noting that the city relies on federal partners during emergencies such as fires, floods, and disasters.

Vice Mayor Sweet also thanks the team and suggests creating a public information sheet or packet to distribute at community meetings. She explains that such materials could introduce Councilmembers, explain how residents can contact them, and summarize the directive so community members feel heard and informed. Ms. Keene indicates that staff will work on producing materials and linking residents to online resources.

Mayor Daggett voiced her support for implementing the directive quickly but also would like it codified through an ordinance after further public outreach. She asks whether other Arizona cities are taking similar approaches. City Attorney Solomon shared that the city's approach is largely aligned with those of Phoenix and Tucson, noting that Tucson is considering a similar administrative directive at its council meeting that same evening.

Council consensus was supportive of implementing the directive while continuing community outreach and leaving open the possibility of strengthening or formally codifying it in the future.

Ace Overman provided public comment in support of the City Manager directive. He emphasized that federal immigration enforcement actions across the country have caused fear and anxiety, leading people to avoid public spaces like City Hall, libraries, parks, and courthouses. He stressed that Flagstaff residents want to feel safe accessing city services without intimidation. He noted that other communities have addressed this by posting signage on city property stating that civil immigration enforcement is prohibited without valid judicial warrants, citing examples from Rhode Island and New Mexico. He feels that such signage provides clarity, reassurance, and a sense of security, encouraging civic participation and well-being. He requested that Council consider adding similar signs under the City Manager directive to ensure all Flagstaff residents feel safe and able to fully participate in the community.

Kira Russo submitted a written comment with questions about election security. and Sharlee (Li) Carrole Lin submitted written comments encouraging a stronger directive.

Ms. Keene clarified that the City Manager directive applies city facilities, but the City Court operates under a separate administrative order managed by the Administrative Office of the Courts, so different guidance applies there.

14. 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 Citizen Petition titled "Prohibit ICE from operating on City owned property."

Phil Goldblatt addressed Council in opposition to the two petitions. He stated that cooperation between city, state, and federal authorities has long existed for public safety, and that the petitions would be largely symbolic with little practical effect. He noted that ICE typically operates independently, that the petitions would not prevent violations of city, state, or federal law, and that any concerns about ICE abuse should be addressed by enforcing existing laws or passing ordinances that fill actual gaps. He urged the Council to avoid spending time on what he sees as politically motivated actions.

The following individuals addressed the Council in support of the petition:

- Kim Curtis
- Frederica Hall
- Daniel Davis
- Crystal Diaz
- Brent Simmons
- Maria Villasenor
- Sarah Regala
- Claire Wagoner
- Jill Stephenson
- Kyle Nelson
- Peggy Sheldon-Scurlock
- Alec (Ace) Overmann
- James Cosby
- Rhiannon Colvin

The following comments were received:

- Move the citizen petition forward as a future agenda item.
- Hundreds of residents have signed the petition, showing strong public support.
- The public wants debate and discussion on this issue.
- Other cities and counties have taken similar actions, including Providence, Minneapolis, Pima

County, and Tucson.
- Flagstaff residents should feel safe accessing public spaces like libraries, parks, and city offices.
- Fear caused by ICE and federal immigration enforcement is preventing people from using public services.
- Posting signs on city property stating ICE cannot operate without a judicial warrant would reduce fear.
- Signs are both symbolic and practical for reassuring residents.
- Existing city protocols and directives are not enough; they can be changed or rescinded.
- An ordinance would provide long-term protections that cannot be easily removed.
- ICE has acted outside the law in many cases across the country.
- Immigrant and Indigenous communities are particularly vulnerable to enforcement actions.
- Many people affected by ICE have no criminal record.
- The petition and ordinance would clarify standards for how federal agents can interact with city property.
- Protecting residents' mental health is as important as physical safety.
- The city has the authority to regulate how public property is used.
- Community members want clear, consistent rules for ICE interactions.
- Local ordinances can create a legal pathway to hold federal agencies accountable if laws are violated.
- Public signage and communication show that the city supports safety and inclusion.
- Proactive measures, like "know your rights" training, are important for community preparedness.
- Residents and students need clear protocols in case federal enforcement comes to city property.
- The ordinance supports trust between residents and city services.
- The measure aligns with the city's mission to protect and enhance quality of life for all.
- Historical civil rights examples show the importance of proactive protection policies.
- Even if enforcement is federal, local measures can prevent intimidation and fear in public spaces.
- An ordinance would give stability regardless of future changes in federal administration.
- Public discussion and debate are necessary to ensure proper consideration of these issues.
- Council action would affirm Flagstaff as a welcoming and inclusive community.
- The measure is a preventive step to act before harm occurs, not just a reaction afterward.
- Some commenters asked about city responsibilities if someone is injured during enforcement actions.
- Passing the petition and ordinance could help the community feel safer and more engaged.
- Protecting immigrant neighbors is a priority for community cohesion.
- Federal enforcement actions are seen as violating civil rights and creating fear.
- The ordinance is intended to establish safety, trust, and clarity in public spaces.
- The city should act morally, not just legally.

The following individuals submitted written comments in support of the petition:

- Carson Redmon
- Bonnie Feather
- Dave Fronske
- Kevin White
- Keara Hudler
- Amy Perry
- David Prieb
- Alice Bauman
- Margie Goulden
- Mare Schumacher
- Catherine Thebert
- Emma Nesteruck
- Maria Castillo-Rincon
- Mare Schumacher

Steven and Joan Harris submitted a written comment in opposition to the petition.

Councilmember House thanked the community and city leadership for engaging in the discussion. She believes that federal law and morality do not always align, citing historical examples like the Fugitive Slave Act and Japanese internment, and stressed the importance of examining the city's role in

immigration enforcement while protecting trust and community well-being. She supported moving forward with discussion on agenda Item 14A but did not support Item 14B, viewing it as a question rather than an actionable item, and advocated for clarity, transparency, and policies that balance legal requirements with community safety.

Ms. Keene offered clarifications on some of the public comments. She noted that SB1070 does not allow the city to ban ICE from facilities, that Pima County's ordinance would likely face legal challenges, and that Tucson is handling the issue through a City Manager directive rather than an ordinance.

Councilmember Spence voiced his support for moving the petition forward to a formal agenda to allow citizen voices to be heard and to explore ways to keep the community safe and healthy.

Councilmember Matthews thanked staff and the community for the conversation but cautioned against passing any ordinance that would violate state or federal law, warning about potential danger to law enforcement and residents. She emphasized that disagreements with laws should be addressed through lobbying or legal change, not through actions that could put people at risk.

Councilmember Aslan acknowledged the efforts of petition organizers but noted that a literal ban on ICE would be legally untenable under Arizona law. He supported the city staff's proposed plan as a strong, enforceable alternative, and recommended drafting an ordinance based on the City Manager's directive, clarifying the city court processes, and supporting signage to enhance public safety.

Vice Mayor Sweet highlighted the importance of community input and city leadership responsiveness, stressing the need to operate within the law and protect both employees and residents. She supported the City Manager's directive and requested that information be shared in English and Spanish, proactive outreach be conducted to community groups and neighborhood associations, and smaller community meetings be held to foster dialogue.

Councilmember Garcia expressed gratitude to the community for protecting due process and human dignity. He acknowledged the region's Indigenous, Hispanic, Basque, and multicultural heritage and highlighted the importance of Flagstaff's diversity. He emphasized that local law enforcement is effectively keeping the community safe, that there is no major immigration issue in Flagstaff, and that the city should work respectfully with federal agencies. He supported the City Manager's directive over the petition.

Mayor Daggett acknowledged the need to comply with SB1070 while protecting civil rights and outlined steps already taken, including revising and reinforcing police administrative orders, incorporating community feedback, and completing staff training. She proposed continuing the discussion through the City Manager's directive, a subsequent ordinance to codify the directive, clarifying city court processes, implementing safety signage, providing bilingual information packets, holding community group meetings, and reviewing law enforcement mask policies.

There was not requisite support to advance the item to a future agenda for discussion.

B. Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Clarification on the Flagstaff Police Department January 24th Statement."

The following individuals addressed Council in support of the petition:

- Blake Scott
- Samuel Butler

The following comments were received:

- Urge the Council to advance both petitions to protect neighbors and the community from ICE actions.
- The city needs to prevent violence and discourage ICE enforcement within the city.
- Use city resources, including legal counsel and tax dollars, to defend the community and

challenge harmful federal actions.
- This is an opportunity to continue important protective work without limiting the city's authority.
- Law enforcement has discretion in cooperating with ICE and can take actions to protect community members.
- Recognize the powers the Police Department has to safeguard residents.
- This issue cannot be ignored and will eventually impact the community, calling for moral and principled leadership in addressing it.

Kevin White submitted a written comment in support of the petition.

There was not requisite support to advance the item to a future agenda for discussion.

15. OPEN CALL TO THE PUBLIC

None

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

Councilmember Garcia asked for an update on the plan for the Joel Montalvo baseball field that is not being used.

17. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held March 3, 2026, adjourned at 6:35 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on March 3, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of April, 2026

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
TUESDAY, MARCH 10, 2026
COUNCIL CHAMBERS
211 WEST ASPEN AVE
2:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting to order at 2:00 p.m.

2. Roll Call

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

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Absent:	Councilmember Austin Aslan
Staff Present:	City Manager Joanne Keene; Interim Deputy City Attorney Christina Rubalcava

3. Recess into Executive Session

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to recess into Executive Session.

Vote: 6 - 0 - Unanimously

The City Council recessed into Executive Session at 1:03 p.m.

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3), (4), and (7), respectively

i. ~~Legal advice, discussion, and consultation regarding Canyon Del Rio Development Agreement, as amended, and negotiations pertaining to purchase of real property for John Wesley Powell roadway extension.~~

ii. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding the potential acquisition of property located at 320 N. Humphreys Street and legal advice regarding same.

6. Reconvene Special Meeting

Mayor Daggett reconvened the Special Meeting at 2:32 p.m.

7. Mayor and Council possible direction regarding Executive Session

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to direct and authorize the City Attorney and/or designated city representative to proceed as discussed in executive session items listed in Item(s) 5Aii.

Vote: 6 - 0 - Unanimously

8. Adjournment

The Special Meeting of the Flagstaff City Council held March 10, 2026, adjourned at 2:33 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on March 10, 2026. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of April, 2026

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, MARCH 10, 2026
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN AVE
3:00 P.M.

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held March 10, 2026, to order at 3:00 p.m.

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 work session, 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.

Present:	Mayor Becky Daggett Vice Mayor Miranda Sweet Councilmember Anthony Garcia Councilmember Khara House Councilmember Lori Matthews Councilmember David Spence
Absent:	Councilmember Austin Aslan
Staff Present:	City Manager Joanne Keene; City Attorney Sterling Solomon

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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.

Dennis Givens urged the City Council to accelerate the Downtown Mile Project and pursue federal or state funding for railroad underpasses to improve pedestrian, bicycle, and traffic safety. He expressed support for a proposed seven-story mixed-use building near City Hall that could include a grocery store, parking, housing, hotel space, rooftop amenities, and potential city employee housing. He suggested partnering with Clark's Nutrition and Natural Foods Market for the grocery component and adding a childcare center for city employees. He also recommended offering healthier beverage options in the visitor snack machine.

5. Review of Draft Agenda for the March 17, 2026 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

None.

6. Presentation on the Mountain Rose and Mountain Arts Conservatory

Community Investment Director Dave McIntire introduced the Flagstaff Shakespeare Festival's Director of Vision and Impact Dawn Tucker who provided a presentation that followed:

THE MOUNTAIN ROSE AND MOUNTAIN ARTS CONSERVATORY
JOURNEY THROUGH THE MOUNTAIN ROSE AND MOUNTAIN ARTS CONSERVATORY
ABOUT FLAGSHAKES
A 2018 FEASIBILITY STUDY FOUND THAT
$5-7 MILLION IN ANNUAL ECONOMIC IMPACT
THE COALLITION
THE MOUNTAIN ROSE
DESIGN
THE MOUNTAIN ARTS CONSERVATORY
THE ARCHITECTUAL VISION FOR THE MOUNTAIN ARTS CONSERVATORY
THE LOBBY
MOUNTAIN ROSE THEATRE
THE BLACK BOX
THE AERIAL DANCE STUDIO
THE PEAKS PLAYHOUSE
FUNDRAISING STRATEGY
CAMPAIGN REVENUE SOURCES
COMPARABLE MID-SIZE PERFORMING ARTS CENTER
ANTICIPATED OPERATIONAL INCOME SOURCES
FEASIBILITY STUDY FINDINGS

Councilmember House said the presentation was exciting for the community and praised the thoughtful vision for Flagstaff and the region. She reflected on the opening of a science center in Pennsylvania in 1999 and noted the potential for a similar initiative in Flagstaff that could combine arts and science, create jobs, and create pathways for people to engage in both fields. She said seeing the concept presented so clearly was thrilling.

Vice Mayor Sweet commented on the significant amount of work that went into the proposal and appreciated the partnerships involved. She noted previous discussions related to the Orpheum and Indigenous Community Cultural Center (ICCC) and expressed interest in meeting further to explore how the groups' visions might align. She suggested future conversations to identify possible funding sources and ways the organizations could collaborate.

Councilmember Garcia emphasized that placemaking is just as important as public art and said the proposal demonstrates intentional thinking about the community's future. He was impressed that the presenters recognized the government's role would likely be only a small portion of the overall funding due to budget constraints. He expressed optimism about the project, asked about opportunities to share space, and requested feedback on what the team has heard from other major community stakeholders regarding support or concerns.

Councilmember Matthews asked whether a location had been identified for the project and about the potential timeline. Ms. Tucker responded that a possible site has been identified but is not yet official. She noted that, based on similar projects, the outdoor theater could potentially be completed in approximately two and a half years, with the full project possibly taking around five years. Councilmember Matthews also raised concerns about the community's current tax burden but said she supported Vice Mayor Sweet's suggestion to explore collaboration with ICCC and the Orpheum to create something that benefits the entire community.

Mayor Daggett thanked Ms. Tucker and the team for their work and said she was confident they could bring the project to Flagstaff. She expressed strong support and offered to help as time allows. She added that the project's price tag should not discourage people, noting that large community projects can be achievable.

Councilmember Matthews encouraged Ms. Tucker to keep the Council informed about the project's progress and invited her to send updates to the Council via email at council@flagstaffaz.gov

7. Open Call to the Public

None.

8. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

None.

9. Adjournment

The meeting of the Flagstaff City Council held March 10, 2026, adjourned at 3:45 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Matias, Chief of Staff

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:
Proclamation: Sexual Assault Awareness Month

STAFF RECOMMENDED ACTION:

Read and present the Proclamation

Executive Summary:
N/A

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Connection to PBB Priorities and Objectives:
N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, April is Sexual Assault Awareness Month, a time to bring attention to the widespread issue of sexual violence and empower communities to act; and

WHEREAS, this year's theme is "25 Years Stronger: Looking Back, Moving Forward", highlighting the 25th anniversary of the national awareness initiative, celebrating progress in the movement to end sexual violence while focusing on future prevention, building safer communities, and sustaining momentum; and

WHEREAS, everyone deserves to live in safe and supportive communities where they are treated with respect. When we work together to uphold safety and respect, we make progress in preventing sexual abuse, assault and harassment; and

WHEREAS, nationwide, over 53% of women and over 29% of men have reported experiencing sexual violence; and

WHEREAS, in 2025, Victim Witness Services for Northern Arizona worked with 233 adult survivors of sexual violence and 176 child survivors of sexual abuse, and the Northern Arizona Care and Services After Assault provided 86 forensic exams for Sexual Assault survivors; and

WHEREAS, the City of Flagstaff encourages all community members to work together to promote education about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions.

NOW, THEREFORE, I, Becky Daggett, Mayor of Flagstaff, Arizona, do hereby proclaim**,** the month of April 2026 as

SEXUAL ASSAULT AWARENESS MONTH

Dated this 7th day of April 2026.

Becky Daggett

MAYOR

ATTEST:

Stacy Saltzburg

CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Action on Liquor License Application: Ronald Frank Getto "Starlite Lanes", 3406 E Rte 66, Series 12 (Restaurant), New Application

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 of 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. Starlite Lanes is an existing business in Flagstaff. If approved, it will be one of 90 series 12 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The application was properly posted on February 25, 2026, and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to 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.

Connection to PBB Priorities and Objectives:
Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:
Not applicable

Connection to Carbon Neutrality Plan:
Not applicable

Connection to 10-Year Housing Plan:
Not applicable

Attachments:
Letter to Applicant
Hearing Procedures
PD Memo
Code Memo
Series 12 Description
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

3/18/2026

Ronald Frank Getto
3406 E Rte. 66
Flagstaff, AZ 86004
Ron@starlitelanes.com

Dear Mr. Getto,

Your application for a Series 012 (Restaurant) Liquor License for Starlite Lanes at 3406 E Rte. 66 Flagstaff, AZ was posted on February 25, 2026. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **April 7, 2026, 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. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity*. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on March 17, 2026, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
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).

FLAGSTAFF POLICE DEPARTMENT
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Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-006

TO: **Georganna Staskey**

FROM: **Detective Wotasik #612**

DATE: **February 23, 2026**

RE: **New Application – Series 012 Liquor License Application – Starlite Lanes**

On February 23, 2026, I initiated an investigation into a new application for a Series 012 (Restaurant) liquor license from Ronald Frank Getto (Agent/Controlling Person/Manager), and Karen Stacey Getto (Controlling Person) on behalf of Starlite Lanes located at 3406 E. Route 66. This is for a new application, and the application number is 383878.

I conducted a query through local systems on Ronald and Karen. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and discovered 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.

Planning and Development Services Memorandum

To: Georganna Staskey, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: February 18, 2026

Re: Application for Liquor License #383878
3406 E Route 66, Flagstaff, Arizona 86004
Assessor's Parcel Number 108-06-004A
Ronald Frank Getto on behalf of Starlite Lanes

This application is a request for a new Series 12 Restaurant liquor license by Ronald Frank Getto on behalf of Starlite Lanes. 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.

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.

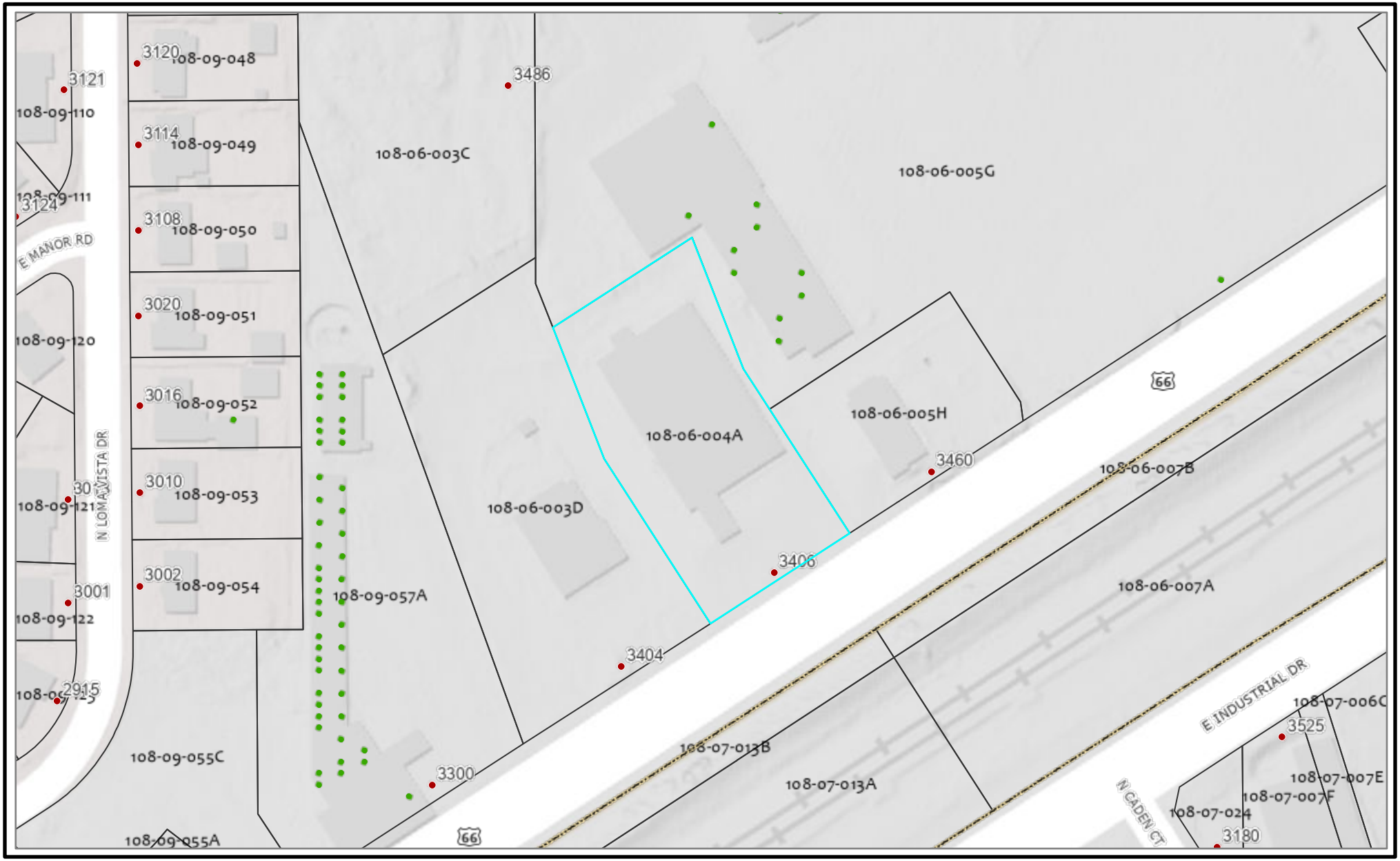
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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.



3406 E Route 66

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City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

3/18/2026 4:41 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Action on Liquor License Application: Amy S. Nations "Li's Asian market", 1461 S. Milton Rd. 010 (Beer and Wine Store), New Application

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 of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 100 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery. Li's Asian market is an existing business in Flagstaff. If approved, it will be one of 35 series 10 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The application was properly posted on March 4, 2026 and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to 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.

Connection to PBB Priorities and Objectives:
Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:
Not applicable

Connection to Carbon Neutrality Plan:
Not applicable

Connection to 10-Year Housing Plan:
Not applicable

Attachments:
Letter to Applicant
Hearing Procedures
PD Memo
Code Memo
Series 10 Description
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

3/18/2026

Amy S. Nations
PO Box 2502
Chandler, AZ 85244
liquorlicense@azlic.com

Dear Ms. Nations,

Your application for a Series 010 (Beer and Wine) Liquor License for Li's Asian Market at 1461 S. Milton Rd. Flagstaff, AZ was posted on March 4, 2026. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **April 7, 2026, 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. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity*. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on March 24, 2026, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
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).

FLAGSTAFF POLICE DEPARTMENT
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Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-007

TO: **Georganna Staskey**

FROM: **Detective Wotasik #612**

DATE: **March 2, 2026**

RE: **New Application for a Series 010 (Beer and Wine Store) liquor license from Amy Nations on behalf of Li's Asian Market located at 1461. S. Milton Rd.**

On March 2nd, 2026, I initiated an investigation into new application for a Series 010 (Beer and Wine Store) liquor license from Amy Nations (Agent) on behalf of Li's Asian Market located at 1461. S. Milton Rd. Jia Li is listed as the controlling person on the application.

I conducted a query through local systems on Amy Nations and Jia Li. I discovered no derogatory records within the last 10 years. I conducted a search for current or historical liquor violations. Amy has over 700 applications in Arizona and appears to act as an agent for 21 businesses in Flagstaff. There appeared to be nothing derogatory in relation to Amy. For Jia, he is a controlling person for 3 other liquor licenses in Arizona; Teppan Fuji which had 2 procedural violations in 2019 and 2020 which resulted in fines only, Tang Taste which had the same procedural violation, no agent on file, in 2020, and Asian Tang which had no violations. No other violations were observed for Jia.

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

Planning and Development Services Memorandum

To: Georganna Staskey, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: March 2, 2026

Re: Application for Liquor License #382683
1461 S Milton Rd., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-20-058D
Amy S. Nations on behalf of Li's Asian Market

This application is a request for a new Series 10 Beer & Wine Store liquor license by Amy S. Nations on behalf of Li's Asian Market. 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.

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

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

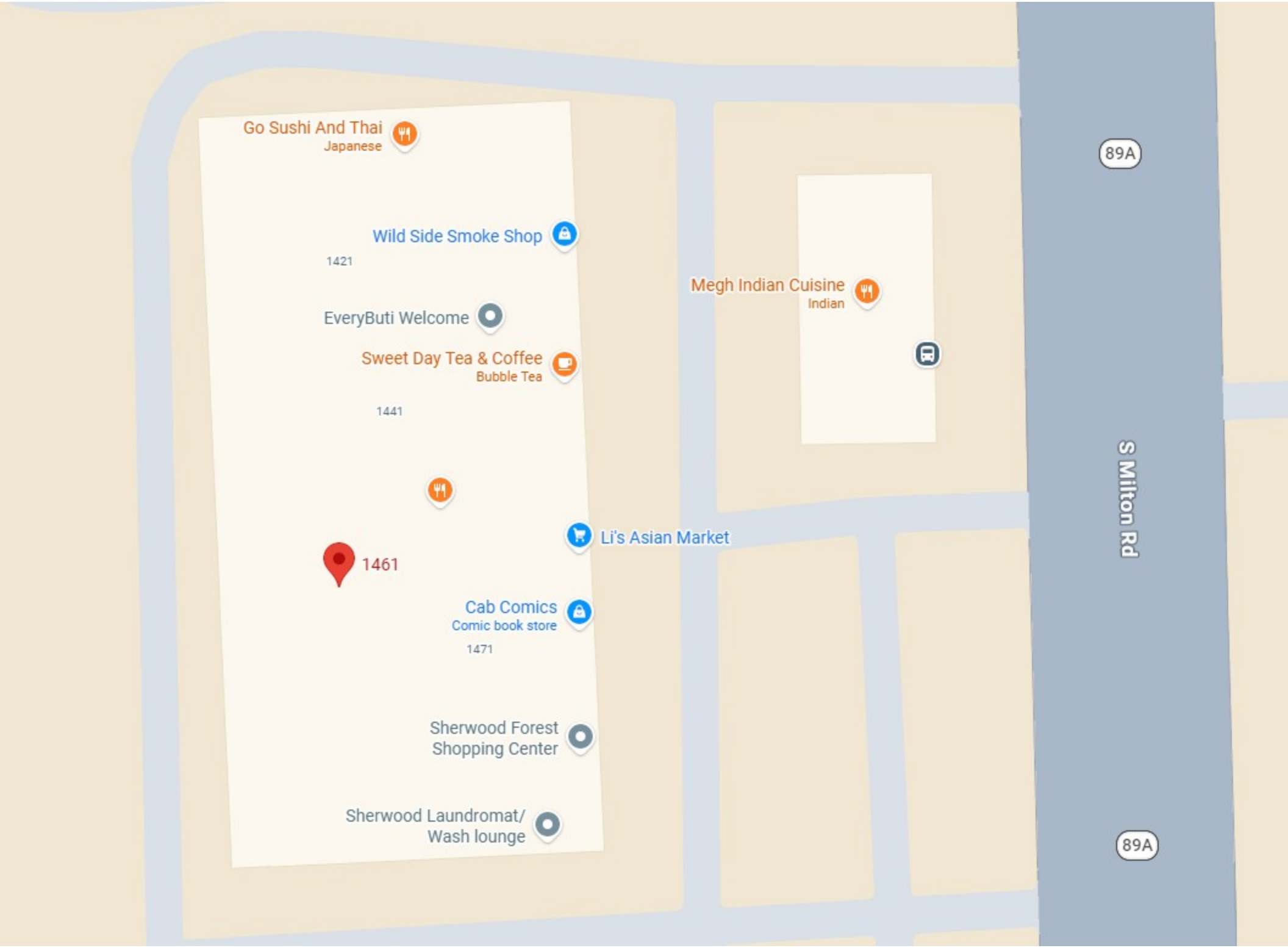
PURPOSE:
Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

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

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

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

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


Go Sushi And Thai
Japanese
Wild Side Smoke Shop
1421
EveryButi Welcome
Sweet Day Tea & Coffee
Bubble Tea
1441
Li's Asian Market
1461
Cab Comics
Comic book store
1471
Sherwood Forest
Shopping Center
Sherwood Laundromat/
Wash lounge
Megh Indian Cuisine
Indian
89A
S Milton Rd
89A

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Action on Liquor License Application: Amy S. Nations "Sonesta ES Suites", 1400 N. Country Club Dr, Series 007 (Beer and Wine Bar), Owner Transfer.

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 of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 007 license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Sonesta ES Suites is an existing business in Flagstaff. If approved, it will be one of 26 series 007 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The application was properly posted on March 17, 2026 and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to 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.

Connection to PBB Priorities and Objectives:
Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:
Not applicable

Connection to Carbon Neutrality Plan:
Not applicable

Connection to 10-Year Housing Plan:
Not applicable

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

CITY OF
FLAGSTAFF

Office of the City Clerk

3/18/2026

Amy S. Nations
PO Box 2502
Chandler, AZ 85244
liquorlicense@azlic.com

Dear Ms. Nations,

Your application for a Series 007 (Beer and Wine Bar) Liquor License for Sonesta ES Suites at 1400 N Country Club Dr. Flagstaff, AZ was posted on March 17, 2026. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **April 7, 2026, 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. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity*. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on April 6, 2026, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
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. Should you wish to address Council about your application you are allotted time to do so after the staff presentation. You are not required to speak but we want to make you aware of the opportunity. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

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).

FLAGSTAFF POLICE DEPARTMENT
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TDD 1-800-842-4681

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-014

TO: **Georganna Staskey**

FROM: **Detective Wotasik #612**

DATE: **March 2, 2026**

RE: **New Application for a Series 07 (Beer and Wine) liquor license from Amy Nations on behalf of Sonesta ES Suites located at 1400 N Country Club Dr.**

On March 17th, 2026, I initiated an investigation into new application for a Series 007 (Beer and Wine) liquor license from Amy Nations (Agent) on behalf of Sonesta ES Suites located at 1400 N Country Club Dr. Keith Mishkin and Parimal Parmar are listed as controlling persons and Lonnie Kim is listed as the manager on the application.

I conducted a query through local systems on the above name. I discovered no derogatory records. I conducted a search for current or historical liquor violations. Amy has over 700 applications in Arizona and appears to act as an agent for 21 businesses in Flagstaff. There appeared to be nothing derogatory in relation to Amy. I was unable to locate any licenses in Arizona for Keith Mishkin or Parimal Parmar. Lonnie Kim had one license with zero violations.

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

Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: July 24, 2025

Re: Application for Liquor License #350710
1508 E Route 66, Flagstaff, Arizona 86001
Assessor's Parcel Number 104-06-002A
Ronda Renee Stump on behalf of Flagstaff Mountain Market

This application is a request for a new Series 7 Beer & Wine liquor license by Ronda Renee Stump on behalf of Flagstaff Mountain Market. 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.

Planning and Development Services Memorandum

To: Georganna Staskey, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: March 17, 2026

Re: Application for Liquor License #384493
1400 N country Club Dr., Flagstaff, Arizona 86004
Assessor's Parcel Number 117-02-001F
Amy S Nations on behalf of Sonesta ES Suites

This application is a request for a new Series 7 Beer & Wine liquor license by Amy S Nations on behalf of Sonesta ES Suites. 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.

License Types: Series 07 Beer and Wine Bar License

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

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

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

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

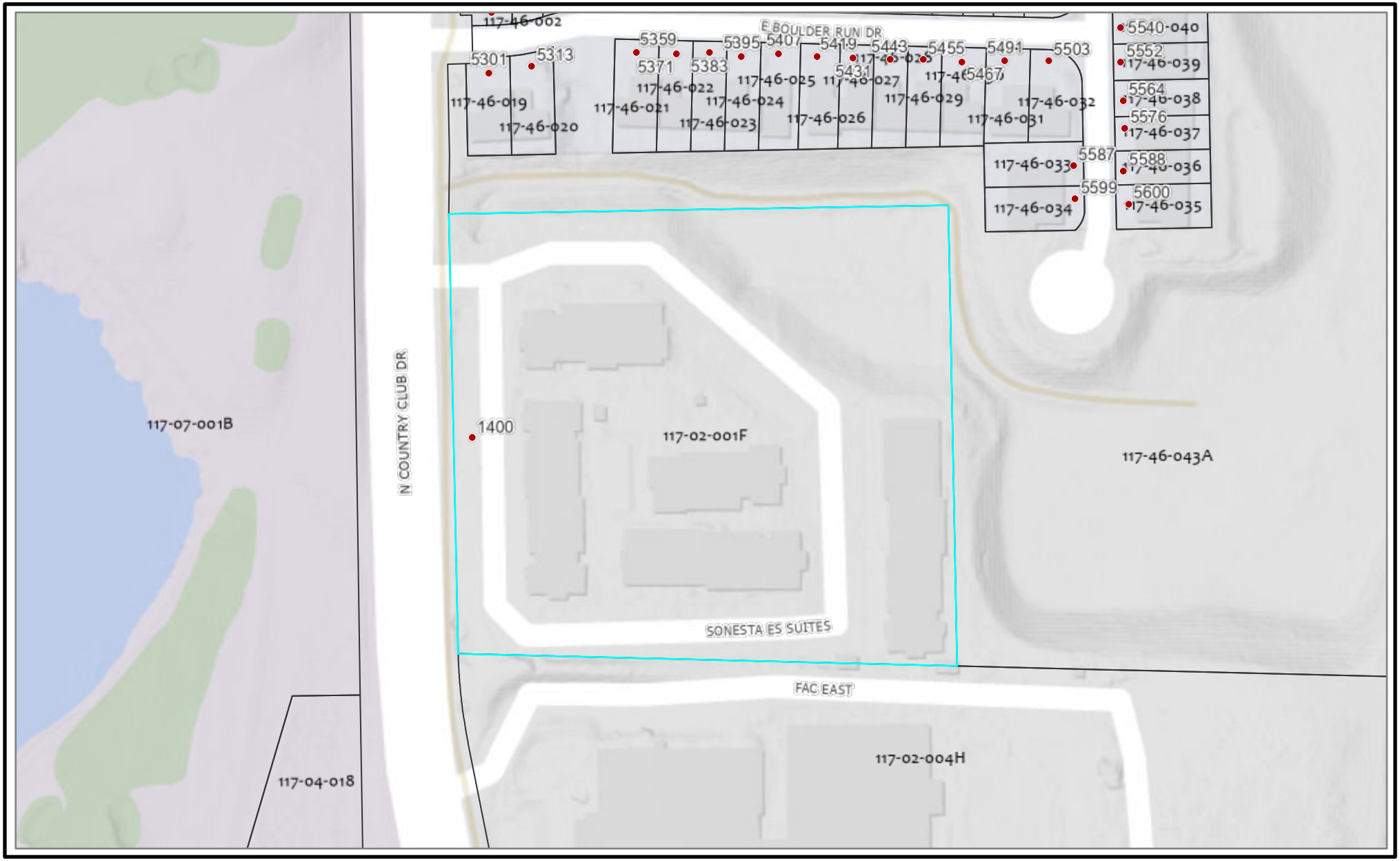
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

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

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

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

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



1400 N. Country Club Dr.

0 0.01 0.03 0.05 0.08 0.1

mi

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

3/18/2026 5:08 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Action on Liquor License Application: Lauren Kay Merrett "Majestic Marketplace" 601 E. Piccadilly Dr #95., Series 06 (Bar), Owner Transfer

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 of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 06 license allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 06 (bar- all spirituous liquor) licenses are obtained through the person and/or location transfer of an existing license from another owner or business. Majestic Marketplace is an existing business in Flagstaff and they are requesting an owner transfer. They purchased the license from Yucca North, LLC in February 2026. If approved, it will one of 22 active series 06 licenses in Flagstaff.

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

Because the application is for an owner transfer, consideration may be given to the personal qualifications of the applicant. The application was properly posted on March 10, 2026 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:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to 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.

Connection to PBB Priorities and Objectives:
Liquor licenses are a regulatory action and there is no Council goal that applies.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

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

CITY OF
FLAGSTAFF

Office of the City Clerk

3/18/2026

Lauren Kay Merrett
736 S. Longmore St.
Chandler, AZ 85224
merecoinc@gmail.com

Dear Ms. Merrett,

Your application for a Series 006 (Bar) Liquor License for Majestic Marketplace at 601 E. Piccadilly Dr #95 Flagstaff, AZ was posted on March 10, 2026. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **April 7, 2026, 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. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity*. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on March 30, 2026, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
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).

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

Police Chief
Sean P. Connolly

MEMORANDUM

Memo #26-008

TO: **Georganna Staskey**

FROM: **Detective Wotasik #612**

DATE: **March 2, 2026**

RE: **New Application for a Series 006 (Bar) liquor license from Lauren Kay Merrett on behalf of Majestic Marketplace located at 601 E Picadilly Dr.**

On March 12th, 2026, I initiated an investigation into new application for a Series 006 (Bar) liquor license from Lauren Kay Merrett (Agent) on behalf of Majestic Marketplace located at 601 E Picadilly Dr. Maipal Patel, Suren Patel, Vipul Patel, Vishalkumar Patel, and Chiragbhai Patel are listed as controlling persons on the application. In addition Vipul Patel is listed as the day-to-day operations person and has the required liquor law training attached.

I conducted a query through local systems on the above listed parties. I discovered no derogatory records for anyone. I conducted a search for current or historical liquor violations. No violations were observed for anyone.

This business is not located within 300 feet of a school.

Planning and Development Services Memorandum

To: Georganna Staskey, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: March 16, 2026

Re: Application for Liquor License #384906
601 E Piccadilly Dr., Flagstaff, Arizona 86001
Assessor's Parcel Number 104-19-165
Lauren Kay Merrett on behalf of Majestic Marketplace

This application is a request for a new Series 6 Bar liquor license by Lauren Kay Merrett on behalf of Majestic Marketplace. 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.

License Types: Series 06 Bar (all spirituous liquor)

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

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

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

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

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

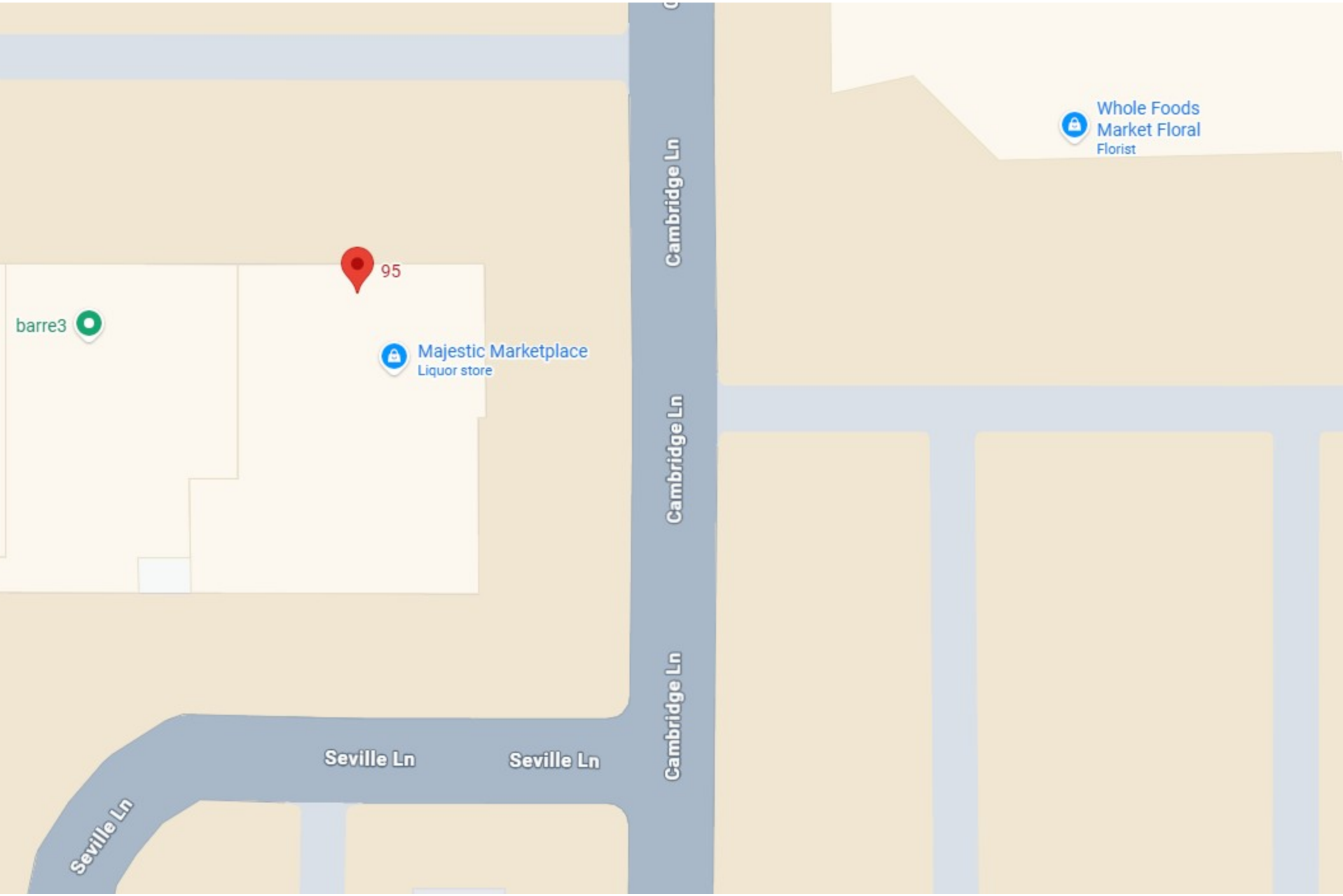
A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

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

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

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

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


Whole Foods
Market Floral
Florist
95
barre3
Majestic Marketplace
Liquor store
Cambridge Ln
Cambridge Ln
Cambridge Ln
Seville Ln
Seville Ln
Seville Ln

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Trace Ward, CVB Director

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Ratification and Approval of Contract: First Amendment to Cooperative Purchase Contract for Courier Graphics Corporation to approve a 2025 expenditure, to approve the upcoming 2026 Discover Flagstaff Annual Visitor Guide expenditure, and to authorize expenditures for the 2027 and 2028 printing services.

STAFF RECOMMENDED ACTION:

1. Ratify the First Amendment to the Cooperative Purchase Contract authorizing a total Contract cost of $216,978.28 and an extension of the Contract until April 20, 2028; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Discover Flagstaff prints an annual Visitor Guide each year. This Visitor Guide has historically been given out, or mailed, to between 75,000 and 100,000 people. The City utilized a Cooperative Purchase Contract between the City of Peoria and Courier Graphics (the preferred vendor) to execute a Contract for 2024 at the amount of $57,789.13. The City, again, utilized this method to work with Courier Graphics for the printing of the Visitor Guide for 2025 at the amount of $57,553.43. Due to the higher level of digital interaction for information, Discover Flagstaff is only planning to print 50,000 copies for 2026, and again, would like to utilize the Cooperative Purchase Contract to do so at the price of $41,636.72. All funds spent on this activity in 2024 and 2025 were budgeted and approved expenditures.

Additionally, Discover Flagstaff anticipates expenditures of $60,000, annually, for years 2027 and 2028, for these printing services, and staff seeks City Council authorization of these anticipated expenditures.

Financial Impact:

Project Name: Annual Visitor Guide
Cost: $156,978.28 for all three years (2024, 2025, 2026)
Account Number Budgeted: 053-07-214-0851-4-4341
FY26 Budgeted Amount: $41,636.72
Funding Source: BBB-Tourism Fund, CVB Budget

Policy Impact:

These Visitor Guides, like much of the work that Discover Flagstaff does, is intended to support the economic vitality of the City of Flagstaff.

Previous Council Decision or Community Discussion:

Yes, on March 5, 2024, the City Council approved the original Cooperative Purchase Contract to print the 2024 Visitor Guide (see attached).

Options and Alternatives to Recommended Action:

Due to the fact that the Visitor Guide is an important communication tool in promoting our city, we are not suggesting an alternatives.

Background and History:
The CVB has been printing Visitor Guides for over 35 years. This communication piece is still in demand and effective in the promotion of our destination.

Connection to PBB Priorities and Objectives:
This action helps support the economic vitality of our City.

Connection to Regional Plan:
This action helps support the economic vitality of our City.

Connection to Carbon Neutrality Plan:
We monitor the demand for paper products and drive folks to our digital assets as much as possible.

Connection to 10-Year Housing Plan:
Not applicable.

Attachments: First Amendment and Exhibits
Original Cooperative Purchase Contract

FIRST AMENDMENT
COOPERATIVE PURCHASE CONTRACT GENERAL PRINTING SERVICES
Contract No. 2024-89

This First Amendment ("First Amendment") is entered into this ___ day of _____, 2026, by and between the City of Flagstaff, a political subdivision of the State of Arizona, and Courier Graphics Corporation, an Arizona Corporation ("Contractor"). The City and Contractor may be referred to as "Party" or jointly as "Parties."

RECITALS

WHEREAS, on March 5, 2024, the City and Contractor entered a Cooperative Purchase Contract for General Printing Services in the amount of $57,789.13 ("Contract"); and

WHEREAS, on or about January 31, 2025, the City expended $57,552.43 for General Printing Services without a formal amendment; and

WHEREAS, the City recently received a quote for an expenditure of $41,636.72 for the 2026 cost of General Printing Services (a one-time quantify reduction due to a shortened eight-month distribution period); and

WHEREAS, the Parties also anticipate expenditures of $60,000 in 2027 and $60,000 for 2028;

WHEREAS, the Parties desire to amend the Contract to reflect the past, current, and future expenditures for a total Contract amount of $216,978.28.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows. Deleted text has a ~~strikethrough~~ and new text is **RED BOLDED AND ALL CAP**:

1. Amendment to Paragraph 3, *Payment*:

   3.1 City will pay Contractor for satisfactory performance of the Work in an amount not to exceed **TWO HUNDRED SIXTEEN THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS AND TWENTY-EIGHT CENTS ($216,978.28)** ~~**FIFTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS AND THIRTEEN ($57,789.13),**~~ including taxes and shipping fees; made in accordance with the price list and terms set forth in the Agency Contract. 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 is less than **$100,000** ~~$50,000~~; otherwise, City Council approval is required.

   3.2 PRESUMING THAT THE TOTAL COST OF THE CONTRACT DOES NOT EXCEED $216,978.28, DOCUMENTATION OF THE 2027 AND 2028 EXPENDITURES MAY BE EVIDENCED BY ATTACHING A NEW QUOTE TO A PURCHASE ORDER IDENTIFYING THE SCOPE OF WORK WHICH INCLUDES A REFERENCE TO THE ASSOCIATED AGENCY CONTRACT NUMBER (ACON14423).

2. Amendment to Paragraph 6, *Term*:

   This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until **APRIL 20, 2028** ~~expiration or termination of the underlying Agency Contract~~, unless sooner terminated by City in writing.

3. Amendment to Paragraph 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.~~

   RESERVED.

4. Amendment of Exhibit A. The Parties hereby replace all prior *Exhibit A* versions in their entirety with *Exhibit A* attached to this First Amendment.

5. All other terms and conditions of the Contract, except to the extent amended herein, remain in full force and effect.

6. The Recitals included in this First Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date hereinbefore indicated.

City of Flagstaff	**Contractor**
By:_____ City Manager	By:_____
	Title:_____
Dated:_____	Dated:_____
Attest:	Approved as to form:
_____ City Clerk	_____ City Attorney

Flagstaff CVB / Discover Flagstaff

Jennifer Schaber
jschaber@flagstaffaz.gov
928-779-7611

Courier Graphics Corporation

Chris Cruz
chris_cruz@couriergraphics.com
602-437-9700

ORDER CONFIRMATION

Quote: J074805 **Dates:** February 24, 2026

JOB NAME	Flagstaff Visitors Guide 2026
ECO INFO	FSC MIX SCS-COC-001210
TRIM SIZE	Text: 4.0" x 9.0" Cover: 4.0" x 9.0"
SPECIFICATIONS	Text: 80pgs Cover: 8pgs
PROOFS	0x PDF Proofs 1x Lo-res Proofs 0x Hi-res Proofs
INK COLORS	Text: 4/4 = Cyan, Black, Magenta, Yellow, Cyan, Black, Magenta, Yellow / Cover: 4/4 = Cyan, Black, Magenta, Yellow /
PAPER	Text: 70# - House #2 - GLOSS-W - BOOK - 35.5" Cover: 70# - House #2 - GLOSS-W - BOOK - 35.5"
PAPER NOTES	FSC stock
FSC NOTES	FSC MIX SCS-COC-001210 FSC MIX SCS-COC-001210
BINDERY NOTES	Saddle Stitch
LBS PER BOX	25
FREIGHT / SHIPPING	****ALL FREIGHT IS ADDITIONAL**** ESTIMATED RATES BELOW
PAYMENT TERMS	Net 30 Days
PROJECT NOTES	***Currently as of 12/30/2025 stock is available*** ***50,000 = $36,898.00 (Print Production) + $3,357.72 (9.1% Tax) + $1,441.00 (Freight) = $41,636.72

Please review shipping details.
All freight is estimated & additional.

25,000		2600 S FLAGSTAFF RANCH RD FLAGSTAFF AZ 86001-2301	$875
20,000		1300 W UNIVERSITY AVE STE 100 FLAGSTAFF AZ 86001-7214	$566
5,000		3610 E SOUTHERN AVE STE 4 PHOENIX AZ 85040-9081	$0
10	***SAMPLES***	211 W Aspen Ave Flagstaff AZ 86001	$0
2	***PROOFS***	211 W Aspen Ave Flagstaff AZ 86001	$0

QUANTITY	TOTAL PAGES	COSTS
50,000	88	$36,898.00

All freight, postage, & tax costs are additional.
Changes to artwork are $10 per page. Color Corrections are $50 per image per round.

Signature_____ Name_____

Date_____ Purchase Order_____

The Courier Guarantee
+ Free Overs
+ No-hidden Charges
+ On time, every time
+ One point of contact
+ Free Warehousing for 30 days
+ 5 Free Corrections to proofs

Invoice Notes:
Tax Notes: Taxable

CSR: Brad Bannach
Quote: Q0012570
Job#J074805
Case:12577

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-89

This Cooperative Purchase Contract is made and entered into this 5th day of March, 20 24 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Courier Graphics Corporation, an Arizona Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of General Printing Services.

B. Peoria County conducted a competitive and open procurement process through Request for Proposal Solicitation No. P23-0052 that resulted in Contract No. ACON14423 with Contractor ("Agency Contract"); and

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

AGREEMENT:

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

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

GENERAL PRINTING 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 Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Payment: City will pay Contractor for satisfactory performance of the Work in an amount not to exceed **FIFTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS AND THIRTEEN ($57,789.13),** including taxes and shipping fees; made in accordance with the price list and terms set forth in the Agency Contract. 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 is less than $50,000; 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:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov
Phone: 928.213.2276

To Contractor:
Chris Cruz
Courier Graphics Corporation
2621 S 37th St
Phoenix, AZ 85034
Chris_Cruz@couriergraphics.com
602.437.9700

With a copy to:
Jennifer Schaber
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
JSchaber@flagstaffaz.gov
Phone: 928.213.2917

With a copy to:

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.

Courier Graphics Corporation:

By: Mark Tennyson

Title: Executive Vice President of Sales

CITY OF FLAGSTAFF

By: Gary Clifton

Title: City Manager

ATTEST:

Stacy Saltzburg

City Clerk

APPROVED AS TO FORM:

Asst. City Attorney

City Attorney's Office

Notice to Proceed issued: _____, 20___

Last Updated October 30, 2023

EXHIBIT A
SCOPE OF WORK
(attached)

1. PROJECT PROPOSAL – 1 Page

TO	**Flagstaff CVB / Discover Flagstaff** Jennifer Schaber		
FROM	Chris Cruz chris_cruz@couriergraphics.com 602-437-9700		
DATE	12/5/2023	**ESTIMATE#**	Q0003686
		CASE#	3757

PROJECT PROPOSAL

JOB DESCRIPTION	Flagstaff Visitors Guide
TRIM SIZE	4X9
SPECIFICATIONS	80 Page Text + 8 Page Cover
PROOFS	1 Set of Lo Res Proofs 1 Set of Hi Res Proofs
INK COLORS	Text: 4/4 = 4 Color Process / 4 Color Process Cover: 4/4 = 4 Color Process / 4 Color Process
PAPER	Text: 70# House #3 GLOSS-W Book 35.50x22.75 Cover: 70# House #3 GLOSS-W Book 35.50x22.75 FSC stock
BINDERY	Cut, fold, stitch, and box (25 lbs./box) Box in 25 lbs per box Skid Pack
FREIGHT	25,000 City of Flagstaff warehouse; 20,000 Direct Impressions Business Services; 45,000 Certified Folders (estimate freight): $2,010
QUANTITY & PRICE	**80 Pages Text + 8 Pages Cover** 90,000 = $51,362.00 Tax (8.6%) = $4,417.13 // Total = $55,779.13

CREDIT LIMIT: $50,000

PAYMENT TERMS: Net 30 Days

PRICES DO NOT INCLUDE ANY APPLICABLE STATE OR FEDERAL TAXES

Accepted by | Date | Chris Cruz

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- Price is valid while supplies last.
- This estimate is subject to review of final art.
- Credit card transactions are subject to a 3% convenience fee.
- Postage is always additional. Please review our postage at **www.couriergraphics.com/postage**
- Please have designer(s) review our file instructions page before sending artwork at **www.couriergraphics.com/send**
- Standard terms and conditions can be found here. **www.couriergraphics.com/terms**

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EXHIBIT B
AGENCY CONTRACT
(attached)

1. PEORIA COUNTY CONTRACT ACON14423 – 34 PAGES

City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

CONTRACT DETAILS

☒ New Contract ☐ Amendment ☐ Extension ☐ Other:

Purchasing Job Number: P23-0052J **Buyer Name:** Drew Ashmun

Vendor / Contractor: Courier Graphics Corp.

Contract Description: General Printing Services

Scope/Change Description:

Start Date: 05.01.2023 **End Date:** 04.30.2025 **Term Contract?** ☐ No ☒ Yes **Final Expiration:** 04.30.2028

FINANCIAL DETAILS

City Department: Office of Communications **Department Rep:** Tim Eiden

Budget Account #: **CIP#:**

A. This document amount:	$ 0.00
B. Total of all previous executed amounts for this contract:	$ 0.00
C. Total Contract Amount:	$ 0.00

APPROVALS

Council Approval Required?: ☒ No ☐ Yes: Council Date:

City Manager Signature Required? ☒ No ☐ Yes

Risk Management Approval Required? ☒ No ☐ Yes: Risk Mgmt Signature: _____

SPECIAL INSTRUCTIONS

CONTRACT NUMBER	MATERIALS MANAGER APPROVAL
ACON14423	Christine Finney

City of Peoria, Arizona
Notice of Request for Proposal

Solicitation No.:	**P23-0052**	Proposal Due Date:	**02.28.2023**
Capital Project No.:	N/A	Proposal Due Time:	5:00 P.M. AZ Time
Materials and/or Services:	**General Printing Services (Citywide)**	Purchasing Agent:	**Drew Ashmun**
Contact Phone:	(623) 773-7116		
Contact Email:	Drew.ashmun@peoriaaz.gov		

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the submitted on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. ***Proposals shall be submitted electronically via the City's Procurement Portal (Bonfire) or in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Telephone: 602-437-9700 Fax: 602-437-9232

Name: Chris Cruz

Email: chris.cruz@couriergraphics.com

Courier Graphics Corp
Company Name

Authorized Signature for Offer

2621 S 37th Street
Address

Chris Cruz
Printed Name

Phoenix | AZ | 85034
City | State | Zip Code

Account Executive
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Jill A. Boltz for
Lori Dyckman, City Clerk

City Seal
Copyright 2003 City of Peoria, Arizona

CC: _____

Contract Number:
ACON14423

Official File: _____

City of Peoria, Arizona. Effective Date: 5/24/23

Approved as to form:

George Marissal for
Emily Jurmu, Acting City Attorney

Contract Awarded Date 5/23/23

Christine Finney
Christine Finney, Materials Manager

COURIER GRAPHICS CORPORATION

13

2621 S 37th Street, Phoenix, AZ 85034 | CourierGraphics.com | 602 437 9700

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
   a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink or digital signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. **AWARD OF CONTRACT:**

    a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

    b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.

    c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
   a. The submission of the offer did not involve collusion or other anti-competitive practices.
   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

   Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

   A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

   Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

   The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

   Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

   This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

   This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or

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creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

To the extent applicable, Contractor certifies to City that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in the provisions of ARS § 35-393.

Pursuant to the provisions of ARS §35-394, Contractor certifies that it will not use, during the term of the Agreement, i) the forced labor of ethnic Uyghurs in the People's Republic of China, ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or iii) any contractors, subcontractors, or suppliers that use forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. To the extent that Contractor discovers an issue for its goods or services provided to the City which is in contravention of the certification above, it will notify the City as soon as practicable and take corrective actions in order to remain consistent with its certification.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

Materials Management Procurement
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13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

    The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

    a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

    b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

    Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of

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completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.
    b. Stop the work immediately.
    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. **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 of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

Materials Management Procurement

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31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

38. **PROHIBITED POLITICAL CONTRIBUTIONS**: Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P23-0052**

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for General Printing Services (Citywide).

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.

5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.

6. **Term of Contract:** The term of any resultant contract shall commence on the effective date indicated on page 1 and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.

7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.

8. **Proposal Opening:** Proposals shall be submitted no later than the due date and time indicated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection

9. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

11. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.

Materials Management Procurement

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12. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.

13. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

14. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.

15. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

16. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

17. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.

18. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

    All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

    The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

    Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

    The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

    The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

    The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt 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 this Contract.

    The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. **Required Insurance Coverage:**

    a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid or contract number and title of the project.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

    a. General

        i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

        ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

    b. Liability

        i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

    c. Other Benefits

        The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

    a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

    b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

26. **Confidential Information:**

    a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.

    b. The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.

    c. The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.

    d. If the Materials Manager determines to disclose the information, the Materials Manager shall inform the bidder in writing of such determination.

27. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying

Materials Management Procurement

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out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

28. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

    a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.

    b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.

    c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.

    d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

    e. Ensure that offices and workspaces containing customer information are secure.

    f. Ensure that computer virus protection is up to date

30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

    Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

31. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

32. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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33. **Business in Arizona:** The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at https://www.azcc.gov for more information. Businesses are cautioned the processing time can be lengthy.

34. **Samples:** Samples of items, when requested, must be submitted within a reasonable period of time. Unless otherwise specified by the City of Peoria, Materials Management Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.

35. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

    a. The contractor provides material that does not meet the specifications of the contract;

    b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

    c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

    d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

    Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

    a. Cancel any contract;

    b. Reserve all rights or claims to damage for breach of any covenants of the contract;

    c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

    d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

        i. Deduction from an unpaid balance;

        ii. Collection against the bid and/or performance bond, or;

        iii. Any combination of the above or any other remedies as provided by law.

37. **Travel:** Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

38. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.

    a. The City of Peoria Protest Policy and Procedures are available online at https://www.peoriaaz.gov/government/city-law/city-code. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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b. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at http://www.peoriaaz.gov/procurement.

SCOPE OF WORK

Solicitation Number: **P23-0052**

Materials Management Procurement
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I. INTENT:

The City of Peoria is seeking vendors to print and prepare various promotional, informational, and educational materials that will vary in size and scope.

Such materials may include, but are not limited to: Flyers, posters, banners, business cards, reports, bindery, election materials, publicity pamphlets, envelopes, stationary, magnets, hats, bags, signage, business apparel, trophies, awards, flags, frames, car wraps and other miscellaneous or promotional printing.

It is also understood and agreed that anything created as a result of an award of this contract is considered a work for hire under the U.S. copyright laws and as such, the City of Peoria will own the copyright.

II. REQUIREMENTS:

A. City of Peoria departments will work directly with the contracted printers for project requirements, specifications, quotes and payment.

B. On occasion, city departments may have projects that require specialty finishes like die cuts, foil stamping and embossing.

C. The city will provide text, artwork and photos.

D. On occasion, city departments may have projects that require mail sort and postage.

E. It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this contract belongs solely and exclusively to the City of Peoria.

F. Documents, drawings, artwork and files used in this contract belong to the City of Peoria and are being used with permission.

G. Contractors shall maintain a high standard of quality work on all printing jobs and must comply with the city's graphics standards, as outlined in the City of Peoria Graphic Standards Manual.

H. Proofs may be required prior to the production and must be sent to the requesting department. The department will specify how it would like to receive the proof (e.g., email, physical copy delivered).

I. Printing cannot proceed without the written approval from the city department.

J. The city reserves the right to refuse poor quality work and will require the contractor to reproduce the work at no additional cost to the city.

K. The city expects its contract printers to deliver the quantity ordered. If the delivery is short, the printer must reprint enough to cover the shortage at no additional cost. In addition, the city will not pay for overages.

L. There is no pricing submittal required for this RFP. Competitive quotes will be obtained by City departments for each job. The City does not guarantee a minimum number of jobs or dollar amount of work per contracted printer.

M. Because of the volatility of the printing industry, the city also reserves the right to add additional printers in the course of the agreements resulting from this solicitation.

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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III. ELECTION MATERIALS:

For the publicity pamphlets and other election related materials only, the following additional project-specific requirements apply:

These materials must be mailed to each household containing a registered City of Peoria voter. Pursuant to Arizona Revised Statutes 19-141, publicity pamphlets may be mailed over a period of days but shall be delivered prior to the earliest date early ballots are received by registered voters. A penalty shall be paid by the contractor to the City of Peoria for each day the publicity pamphlet mailing occurs on or after the earliest date for receipt of requested early ballots. The penalty shall be one cent ($0.01) for each household with a registered voter for each day of late mailing. Supplemental mailings of the publicity pamphlets are not subject to the one-cent penalty.

In the past, publicity pamphlets have been printed on 50 lb. offset paper or newsprint. This depends upon the overall page count and the overall impact on the weight of the piece with respect to postage costs. Consultation with the vendor will be necessary to make decisions regarding paper selection.

Mail publicity pamphlets utilizing the City's non-profit authorization. The vendor shall maintain, or provide for the usage of, a permit to the Phoenix Post Office located at 4949 E. Van Buren St. Phoenix, AZ 85026-9998. The vendor shall use this location unless otherwise notified. The City of Peoria will, either directly or through the Maricopa County Recorder's Office, provide a list of registered voters in either Access/Excel/or CSV format to the vendor.

Compliance with Arizona Revised Statutes 19-123 and the Voting Rights Act of 1965.

All billings must be itemized.

Vendor will receive all documents/information from either the City of Peoria or through the Maricopa County Recorder's Office, including but not limited to: Voter Registration List (Access/Excel/CSV), sample ballots (PDF), maps (PDF), arguments, message from Clerk, voting information, full text of measures, and official ballot language.

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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I. PROPOSAL EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

A. Qualifications & Experience
B. Understanding & Method of Approach

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

II. PROPOSAL FORMAT:

A. Qualifications & Experience

1. Provide a brief history of your company, including address, phone, years in business and business hours.

2. Identify previous and current clients/contracts, which are considered identical or similar to this Scope of Services. For each client/contract listed, state the type of service provided. Give the name, title, email address, and telephone number of a person the City may contact. If sub-contractor(s) are utilized as a resource, please provide references relating to their specific participation in this contract.

3. Provide a complete list of all services that can be provided (e.g. graphic design, bindery offset print, web offset process, specialty finishes, etc). Clearly state whether sub-contractors will be used for this contract.

4. Include a list of current in-house equipment and software that will be used to service this contract, to include brand, type (e.g. 4-color press, graphic design software), the approximate age, and condition of the equipment.

5. Identify key staff members and sub-contractors who will be working on City jobs. Include names, specific assignments, length of time in current position (or length of time as a sub-contractor to the vendor), relative qualifications and experience, and any certifications and/or awards received.

6. Provide a minimum of (3) digital samples that illustrate the quality and variety of work that your company produces. The City may ask for hard copy samples. Samples shall be provided at no cost to the City.

7. Describe your Internet capabilities; Do you have a website? If so, do you have or are you willing to provide a dedicated web portal for City of Peoria users? Can City departments place orders online, upload a proof or graphics, design print jobs on your website using design tools? How are files backed up, how are technical issues resolved?

8. Describe the format(s) that you can accept originals. In addition, please identify your preferred format to receive the City's official logos.

B. Understanding & Method of Approach

1. Indicate an understanding of all the requirements outlined in this RFP and indicate agreement with all provisions, terms and conditions.

Materials Management Procurement

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Phone: (623) 773-7115
Fax: (623) 773-7118

2. Describe the proposed services to be performed. Outline your company's Method of Approach to satisfy the requirements outlined in the RFP. Describe how jobs are received and processed through your facility. Identify personnel that are responsible for key functions and how sub-contractors' involvement will be coordinated and managed. Discuss how this structure ensures that work is processed in a timely manner and quality control is exercised.

3. Describe your company's customer service philosophy. Do you have sales staff or dedicated account reps? How will you ensure that the City of Peoria will be satisfied with the service and quality of product?

III. PROPOSAL DUE DATE:

Proposals are due no later than **5:00 P.M**. on **February 28, 2023**, unless the RFP is otherwise extended or cancelled via formal Solicitation Amendment.

IV. INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:

A. Proposals shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at https://peoriaaz.bonfirehub.com/portal under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

B. Solicitation Amendments: Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at https://peoriaaz.bonfirehub.com/portal under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

REFERENCES

Solicitation Number: **P23-0052**

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from similar services whom the Materials Management Division may contact:

1. Company: City of Goodyear
   Contact Name: Sarna Obrien Phone: 623-882-7071
   Email: sarna.obrien@goodyearaz.gov
   Service Name: Inflows Magazine
   Service Cost: $12,000 - $20,000
   Service Description: City of Goodyear produces a monthly publication and about 50,000 in quantity.
   Courier Graphics handles the printing and mailing.

2. Company: City of Phoenix Elections
   Contact Name: Whitney Juszczak Phone: 602-261-8839
   Email: whitney.juszczak@phoenix.gov
   Service Name: Election Pamphlets
   Service Cost: $30,000 - $150,000
   Service Description: Courier Graphics handles the print and mailing for election pamphlets.

3. Company: City of Tempe
   Contact Name: Cynthia Yanez Phone: 480.350.5240
   Email: cynthia@yanez@tempe.gov
   Service Name: Tempe Opportunities - Quarterly Magazine
   Service Cost: $6,000 - $10,000
   Service Description: Courier Graphics handles the print and mailing for the Tempe Opportunities Publication.

COURIER GRAPHICS CORPORATION

2621 S 37th Street, Phoenix, AZ 85034 | CourierGraphics.com | 602 437 9700

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Offeror acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.

☑ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

☑ Yes ☐ No *If no, give reason below*

COURIER GRAPHICS CORPORATION

14

2621 S 37th Street, Phoenix, AZ 85034 | CourierGraphics.com | 602 437 9700







COURIER GRAPHICS CORPORATION







CITY OF PEORIA

General Printing Services
Solicitation No.: P23-0052

prepared for

Drew Ashmun

prepared by

Chris Cruz - ACCOUNT EXECUTIVE
chris_cruz@couriergraphics.com
O 602 437 9700 | **C** 480 620 9923m | **F** 602 437 9232

COURIER GRAPHICS CORPORATION
2621 S 37TH Street, Phoenix, AZ 85034


World-class Customer Service.
Nationally Awarded Quality.
Premium Print Technology.
COURIER
GRAPHICS
CORPORATION

THANK YOU

May 18, 2023

Dear Drew Ashmun,

Courier Graphics would like to thank the City of Peoria for the opportunity to participate in this Request for Proposal for Printing and Mailing Services for the City of Peoria.

Courier Graphics understands the work to be completed and makes a positive commitment to perform the work within the required timeline.

We look forward to growing our relationship by gaining your trust and confidence. When given the opportunity for ongoing programs such as this, not only do our production teams have an opportunity to shine, but they also become innovators of efficiency, improvement, and excellence – all to serve you better.

We are excited to demonstrate our value and contribution in support of the success of your magazine. Should you have any questions, please do not hesitate to contact us.

Chris Cruz
Account Executive
Courier Graphics Corporation

VENDOR QUALIFICATIONS

"Courier Graphics was founded with one goal in mind: Deliver high-quality print products that exceed client expectations in the most efficient, cost-effective way possible." **– Darrell Smith, Founder, Courier Graphics, est. 1976**

Three generations later we are still delivering on that principle, and much has changed over nearly five decades since our founding. Today we are 47 years stronger, 47 years wiser, 47 years more advanced, and we have 47 years of following through, without fail, on that original founding principle.

You will always have an open invitation to safely visit our facility and see for yourself just how that vision has grown as Courier Graphics has become one of Arizona's largest sustainable print facilities providing a world-class work environment for our valued employees.

Experience firsthand how the support of local and regional clients like yourself, along with our passionate and talented employees and strong leadership, have helped to grow Courier Graphics into the company we are today.



CAPABILITIES AND SOLUTION HIGHLIGHTS

Prepress

Insite® File Upload Web Portal

Serving as our client's online project and file submission, collaboration, proofing and approval system, Kodak® also drives the workflow and color management processes at Courier graphics. Clients are able to upload and download files quickly and securely 24/7, providing a seamless, efficient workflow—saving time | capturing critical communications | providing turnkey proofs.

Color Management & Proof

- Kodak Virtual Matchprint®
- Epson Inkjet Proofing Solutions®
- G7 Master Certified® | Assuring accurate match from proof to print.

Print & Finish

Whether your projects are transactional or on-going, Courier Graphics offers a dynamic portfolio of print services designed to meet your specific needs—regardless of the scope, size or frequency of your project.

Our press and finishing lineup include:

- Manroland Heatset 5-color Web Press
- Heidelberg HUV 8-color + Coating Press
- Premium Ink Process
- Coatings: Aqueous | UV | Varnish | Scented
- Perfect Binding
- Saddle Stitching
- Folding | Gluing
- Tip-On Inserts
- Lamination
- Diecutting | Emboss/Deboss | Foil Stamping

Of Special Interest

Advanced Print Technology

- Printing @ 226 Line Screen (coated & uncoated stocks)

Products and Projects Include:

- Marketing Collateral
- Annual Reports
- Books and Booklets
- Event Collateral
- Programs and Directories
- Newsletters, Magazines, Publications
- Custom Envelopes
- Catalogs
- Direct Mail
- Pocket Folders
- Custom Packaging
- Brochure Formats (varied sizes and folds)

Coordination, preparation, and deployment of your direct mail into the US Postal System by our on-site postal experts. Courier Graphics will review and advise clients on current regulations, postal costs and potential savings, and manage the mail process to ensure compliance.

Our mailing services include:

- USPS® Mail Compliance
- USPS Every Door Direct Mail® Certified
- NCOA & Cass Certification Services
- Advanced Data and List Processing
- High-speed & Inkjet Addressing
- USPS Specialty Poly-bagging and Shrinkwrap

Warehousing | Inventory Management

- Custom Online Inventory Management Portal
- Order, Pick-and-Pack, Ship
- Real-time Tracking
- Custom Reports

Environmental

Courier Graphics is acknowledged as a leader in environmental protection practices in the graphic communications industry.

Our initiatives include:

- Extensive Recycling Programs
- Continuous Reduction of Carbon Footprint
- Use of Soy-based Inks and Coatings
- Reduced VOC Emissions through Technology Investments
- Free Pickup of Obsolete Inventory for Recycle

Certifications

- Idealliance G7 Master® Certified
- Forest Stewardship Council® (FSC) Certified
- National Women's Business Enterprise® Certification
- Local First Arizona™ Member

> Sustainability is a key factor in our criteria in everything from choosing new equipment to selecting our house stocks. We require our vendor partners to be as environmentally conscious as we are, and we are always looking for ways to reduce waste, create smarter automation of our processes, and do our part to take care of our environment both locally and globally.
>
> **SCOTT CARRITT - PRESIDENT, COURIER GRAPHICS**

SUSTAINABILITY, THE PRINTING INDUSTRY, & COURIER GRAPHICS.

Yes. We get it. Our industry uses paper. But did you know that sustainability managed forests contribute to the mitigation of CO2 emissions, absorb and store carbon, reduce forest damage and help prevent deforestation? Historically, paper and print didn't conjure up thoughts of an eco-friendly industry. But all of that has changed as the print industry has become part of a global transformation. And along the way, our industry has reinvented itself as a powerful force in a multichannel communications world where environmentally smart marketers are refocusing on print as a sustainable and successful communication vehicle.

Courier Graphics is no exception when it comes to leaning into change in an industry that is leading the way in the use of renewable resources.

Courier Graphics Green Initiatives Include:

- Extensive recycling programs including paper, chemicals, and metals
- Reduced energy footprint by more than 25% over the past 5 years
- Exclusive use of soy based inks
- Reduction of VOC's through planned programs
- Free pickup of obsolete inventory for proper recycling



Courier Graphics is proud to be an FSC® certified print facility. As an FSC Chain-of-Custody® certified company, we offer products from environmentally sustainable, socially beneficial and economically viable sources. We provide a variety of FSC® certified and recycled papers for both our web and sheetfed products. Be sure to ask for our FSC-certified products.

WEBSITE / PORTAL SEND FILES / PDF SETTINGS

Website: Couriergraphics.com
Portal: In-Site and Hightail

Courier Graphics has our own PDF profile.
When exporting a PDF from any ADOBE product, please export using our settings.
This will ensure you get the best possible printed product.

Please contact us with any questions at **602-437-9700** or prepress@couriergraphics.com

DOWNLOAD PDF SETTINGS

Please review the following before sending files:

Sending multiple revisions of files or stopping and starting the proofing process may incur additional charges.

- HIGH RES PDF's are preferred, but we can accept all file types.
- Images are saved as 300 DPI.
- Images are saved as CMYK not RGB.
- Black-and-white images are saved as gray scale or bitmap images.
- PMS colors are labeled and consistent throughout the piece.
- Rich blacks are set to 30% cyan, 30% magenta, 30% yellow & 100% black. **learn more**
- Text is saved as 100% black.
- Save as single page PDFs, not as spreads.
- 1/8" bleeds on all sides.
- Type or live area should be .25" from trim. **learn more**
- Borders should be at least .25" if near the trim line. (.375 is recommended)
- Please compress before sending by using Zip or Stuffit.
- Your project may be susceptible to web growth. **learn more**

Format to send files: Download PDF settings from

For repeat customers, please call and we will set you up with an INSITE username and password. 602-437-9700

SEND A FILE WITH INSITE

For files 3 GB or less, please send via High Tail.

SEND A FILE WITH HIGHTAIL

For files 20mb or less, please email to prepress@couriergraphics.com.

SEND A FILE VIA EMAIL

Please contact us with any questions at 602-437-9700 or Prepress@couriergraphics.com

WHY CHOOSE COURIER GRAPHICS?

1. Consistent high-quality print work.
2. On Time Every Time Track Record.
3. We can meet deadlines that are critical.
4. One point of contact from start to finish.
5. Able to produce a variety of print products.

HOW WE DO IT?



PREMIUM MATERIALS
We only use the best paper, ink and other ingredients while working on your projects.



SUPERIOR EQUIPMENT
We continually only invest in top-notch equipment giving you the best results every time.



WORLD CLASS TECHNOLOGY
State-of-the-art software makes the end result nothing but outstanding quality.

WHAT OUR CLIENTS SAY...

LAUREL P. | Executive Vice President at MLB.com
"Courier Graphics is a professional and impressive business capable of performing all project demands, big or small. They do so at competitive prices and have the scope and size necessary to accomplish projects on time. However, reassuring as those impressions are, it's the customer care which distinguishes them as a special place."

JOHN V. | Skeeter Boats
"While there are print shops from coast to coast willing to take your money, very few seek to truly walk alongside a customer, make them feel valuable, take the time to educate them on the options and provide the satisfaction that Courier Graphics has for Skeeter Boats. To see the countless hours of photo shoots, editing images, layout design and a plethora of revisions come to life with each impression of ink on paper is very rewarding, but even more so when you know you're in good hands."

KRISTEN C. | Green Street Communities
"Immediate response – in person! – to my website request for proposal for a big project I was working on. Very impressed with Courier Graphics Corporation on both the level of service and the product knowledge and suggestions. Our final product was beautiful and delivered in amazingly short period of time – on a Sunday! Would recommend Courier Graphics to anyone looking for a printing company."


There's so much to discover about Courier Graphics!
Give us a call today. Phone: 602-437-9700
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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sarah Langley, Public Affairs Director

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Ratification of letter of opposition: HB4030/HCR2052

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of opposition to HB4030/ HCR2052

Executive Summary:

Staff received a request to oppose HB4030 (Rates; fees; taxes; increase; moratorium) and HCR 2052 (Rates; fees; taxes; increases; moratorium), which would prohibit cities, towns, and counties from adopting, imposing, or collecting increased fees, transaction privilege taxes, and utility rates through June 30, 2030, unless approved on a statewide ballot by at least 60 percent of voters. The attached letter was shared with state legislators in early March. This would force cities to delay maintenance on critical infrastructure (increasing the cost of eventual repairs) and implement much larger and sudden rate spikes after the moratorium ends.

Financial Impact:

N/A

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

N/A

Background and History:

N/A

Connection to PBB Priorities and Objectives:

N/A

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments: Letter of Opposition

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

March 6, 2026

Arizona House of Representatives
1700 W Washington St
Phoenix, AZ 85007

RE: Please oppose HB4030/HCR2052

Dear Honorable Representatives

I write on behalf of the City of Flagstaff to express strong opposition to HB4030 and HCR2052, which would prohibit cities, towns, and counties from adopting, imposing, or collecting increased fees, transaction privilege taxes, and utility rates through June 30, 2030, unless approved on a statewide ballot by at least 60 percent of voters.

Many municipal utilities operate as enterprise funds designed to pay for themselves through rates, not the general fund. Freezing routine adjustments will create rate shocks later as cities attempt to catch up on deferred maintenance and critical projects. Flagstaff has already conducted water rate studies for its water, wastewater, reclaimed water, and stormwater utilities and has implemented phased rate increases in a way that least impacts our community. HB4030 and HCR2052 would result in a loss of $15.5M in projected revenue, destabilizing the City's utilities and forcing drastic and unphased rate increases after FY30 to make up for this loss.

The City of Flagstaff is also considering raising revenues for public safety through a sales tax, which would require local voter approval. HB4030 and HCR2052 would preempt Flagstaff residents' potential vote in support of funding our community's public safety needs. Requiring statewide approval for local actions also invites voters hundreds of miles away to influence our budget choices even though they will not experience the impacts of those decisions. Local ratepayers and taxpayers bear the costs and benefits of local services and accordingly, decision-making should remain close to them.

Costs continue to rise due to inflation, labor, and supply-chain impacts and annual proposals such as Tax Conformity (SB1106) and Remote Seller Sourcing (HB2290) threaten local revenues. All of this underscores our need to adapt quickly, maintain core services, and honor financial obligations.

Flagstaff manages aging infrastructure, compliance mandates, and unavoidable cost escalations with prudence, and we need the ability to make incremental adjustments when facts on the ground demand them. For these reasons, I respectfully urge you to vote NO on HB4030 and HCR2052 and to work with cities on solutions that strengthen transparency without stripping the tools required to maintain essential services.

Respectfully,

Becky Daggett,
Mayor, City of Flagstaff, on behalf of the Flagstaff City Council

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sarah Langley, Public Affairs Director

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:
Ratification of Public Comment on Privacy Act; System of Records

STAFF RECOMMENDED ACTION:

Retroactive approval of Public Comment on Privacy Act; System of Records

Executive Summary:
Staff received a request to submit a public comment from the City of Flagstaff to the Federal Register on Docket (TREAS-DO-2026-0100) - Privacy Act of 1974 - System of Records Notice. Staff identified that the proposed changes in this docket would introduce retroactive reporting requirements for some types of federal funding which would be difficult to comply with. The proposed change could also create duplicative administrative reporting requirements without improving data quality. The public comment was submitted to the Federal Register on March 5, 2026 ahead of the March 6, 2026 deadline.

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Background and History:
N/A

Connection to PBB Priorities and Objectives:
This public comment supports the High Performing Governance PBB Priority.

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments: Public Comment

CITY OF
FLAGSTAFF

March 4, 2026

U.S. Department of the Treasury
1500 Pennsylvania Avenue NW
Washington, DC 20220

Re: Concerns related to "Privacy Act; Systems of Records" – Department of the Treasury, Departmental Offices DO .0197—Financial Assistance Programs

The City of Flagstaff appreciates the federal government's commitment to transparency, consistency, and accountability in the administration of financial assistance programs. At the same time, I write to express significant concerns regarding the potential introduction of retroactive reporting requirements implied by this notice, as well as the broader impacts of repeated changes in reporting expectations.

Retroactive reporting requirements would create substantial administrative challenges for the City of Flagstaff. Our team works diligently to maintain the highest level of compliance with all federal funding requirements. However, once program dollars have been allocated or fully expended, requiring new categories of reporting imposes a substantial administrative burden.

In addition, some information that may be requested under this new system is already being submitted through existing reporting channels. This creates redundant administrative work without improving data quality. Other data, including any newly defined demographic, financial, or program-level information, were not collected during earlier phases of funding. This would make retroactive compliance extremely difficult or impossible.

Our team has experienced multiple reporting modifications across federal assistance programs over the past several years, often with limited notice and minimal clarification. The proposed system of records could significantly increase the time and resources required to implement and manage compliance.

Thank you for your consideration of these comments,

Becky Daggett

Becky Daggett,
Mayor, City of Flagstaff, on behalf of the Flagstaff City Council

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jessica Kittleson, Customer Service Director

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Xerox Corporation to Lease Copiers.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Xerox Corporation to Lease Copiers for a term of sixty (60) months in an amount not to exceed $100,000, annually; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The City of Flagstaff requires copier services to support day-to-day operations across City divisions. Staff is requesting approval of a Cooperative Purchase Contract with Xerox Corporation for the lease of copiers and related multi-function device services. The initial quote is for five (5) Xerox copiers for City Hall for an estimated annual cost of $38,337. The contract term is sixty (60) months commencing upon execution. The City anticipates adding additional copiers to other locations due to aging machines and increased maintenance costs of an amount not to exceed $100,000, annually.

Financial Impact:

Project Name: Xerox Copier Lease
Cost: Not to exceed $100,000 annually
Account Number Budgeted: 001-02-033-0128-1-4305
FY2025-26 Budgeted Amount: $38,337 for first five copiers
Grant Funded: No
Funding Source: Copy Mail Center Program

Additional funding will need to be identified if additional copiers above the initial five (5) copiers are replaced with this contract.

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract with Xerox Corporation for the Lease of Five Copiers; or
2. Decline to enter into this Contract and direct staff to seek alternative copier and multi-function device

solutions.

Background and History:
This Cooperative Purchase Contract is made through the NASPO ValuePoint Cooperative Purchasing Program, acting through the State of Colorado as Lead State, under Agency Contract No. 187800 and the corresponding State of Arizona Contract No. CTR069923. Utilizing a cooperative purchasing agreement allows the City to take advantage of competitively bid pricing and pre-negotiated terms and conditions.

Connection to PBB Priorities and Objectives:
High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Xerox Cooperative Purchase Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2026-96

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 Xerox Corporation, a New York corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of **Multi-Function Devices and Related Software, Servies and Cloud Services**;

B. A Master Agreement for the NASPO ValuePoint Cooperative Purchasing Program, by and through the State of Colorado, resulted in Contract #187800, and the State of Arizona became a Participating Entity through Participating Addendum, Contract #CTR069923 with Contractor ("Agency Contract"); and

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

AGREEMENT:

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

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

60-Month Lease of Five Xerox Copiers

2. Specific Requirements of City:

2.1 Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Quote attached as *Exhibit A* and incorporated by reference.

2.2 It is anticipated that, in the future, the City may elect to change the quantity of copiers to be leased under the terms and conditions of the Agency Contract. In the event of such change in quantity, presuming that the cost of the increase does not exceed $100,000, a formal amendment is not necessary. Rather, documentation of the change in quantity may be evidenced by attaching a new Quote to a Purchase Order identifying the new equipment, and the associated Agency Contract.

3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit(s) B.1-B.4*, 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 related to price for materials and/or services.

4. Payment:

4.1 Payment to Contractor for the materials and/or services is an amount not to exceed **one hundred thousand dollars and no cents ($100,000.00), annually**; made in accordance with the price list and terms set forth in the Agency Contract.

4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than $100,000; otherwise, City Council approval is required.

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

6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of sixty (60) months. There are no renewal terms available.

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:
Jessica Kittleson
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jessica.kittleson@flagstaffaz.gov
928-213-2267

To Contractor:
Xerox Corporation
201 Merritt 7
Norwalk, CT 06851
Attn: Stephani Ringenberg
(928) 213-8278
Stephanie@azmartoffice.com

With a copy to:
Liane Garcia
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
lgarcia@flagstaffaz.gov

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.

IN WITNESS WHEREOF, the City and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

CITY OF FLAGSTAFF

By:_____

Title:_____

Date:_____

CONTRACTOR

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A
SCOPE OF WORK
(attached)

1. Xerox Lease Agreement WS AH1690 – 4 pages

Lease Agreement

xerox™

Customer: CITY OF FLAGSTAFF

BillTo: CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

Install: CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

Tax ID#: .

State or Local Government Negotiated Contract : 072848600

NASPO Contract # CTR069923

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8255H2 (XEROX C8255H2)	- 1 Line Fax - Rfid Card Reader - Db Wifi & Bt Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	8/25/2025
2. C8255H2 (XEROX C8255H2)	- 1 Line Fax - Office Finisher - Rfid Card Reader - Convenience Stapler - Db Wifi & Bt Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	8/25/2025
3. C8255H2 (XEROX C8255H2)	- 1 Line Fax - Office Finisher - Rfid Card Reader - Convenience Stapler - Db Wifi & Bt Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	8/25/2025

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: Jessica Kittleson Phone: (928)213-2267

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Stephani Ringenberg
(928)774-5828

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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1 4 1 3 5 3 8 0 1 0 0 1 0 0 4 0

Solution (Cont'd)

Item	Product Description	Agreement Information	Requested Install Date
4. C8255H2 (XEROX C8255H2)	- 1 Line Fax - Office Finisher - Rfid Card Reader - Convenience Stapler - Db Wifi & Bt Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	8/25/2025
5. C8255H2 (XEROX C8255H2)	- 1 Line Fax - Office Finisher - Rfid Card Reader - Convenience Stapler - Db Wifi & Bt Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	8/25/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8255H2	$137.95	1: Black and White Impressions	All Prints	$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0446	
2. C8255H2	$162.30	1: Black and White Impressions	All Prints	$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0446	
3. C8255H2	$162.30	1: Black and White Impressions	All Prints	$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0446	

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Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
4. C8255H2	$162.30	1: Black and White Impressions	All Prints	$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0446	
5. C8255H2	$162.30	1: Black and White Impressions	All Prints	$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0446	
Total	$787.15	Minimum Payments (Excluding Applicable Taxes)			

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8255H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

5. END USER LICENSE AGREEMENT. If the Xerox brand Products acquired include B Series (model Bxxx), C Series (model Cxxx) AltaLink, PrimeLink and/or VersaLink Products, the terms and conditions of the End User License Agreement located at https://www.xerox.com/product-eula shall apply.

PRICING PLAN/OFFERING SELECTED:

6. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

7. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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EXHIBITS B.1-B.4
AGENCY CONTRACT
(attached)

1. NASPO ValuePoint Contract 187800 – 175 pages
2. State of Arizona Contract CTR069923 – 62 pages
3. NASPO Pricing and Portfolio – 7 pages
4. NASPO Updated Specific Pricing – 1 page

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NASPO ValuePoint Master Agreement Terms and Conditions

For Multi-Function Devices and Related Software, Services and Cloud Solutions

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, Co 80203

And

Xerox Corporation
201 Merritt 7
Norwalk, CT 06851

Master Agreement Number: 187800

DocuSign Envelope ID: 1EE33BDE-1A7C-4EAB-B29A-6D95E2C6CC62

Contents

MASTER AGREEMENT TERMS AND CONDITIONS....4
I. Definitions....4
II. Parties and Term of the Master Agreement....9
III. Order of Precedence....9
IV. Participants and Scope....10
V. NASPO ValuePoint Provisions....11
VI. Pricing, Payment & Leasing....15
VII. Ordering....16
VIII. Shipping and Delivery....19
IX. Inspection and Acceptance....20
X. Warranty....21
XI. Equipment Title....23
XII. Indemnification....23
XIII. Insurance....24
XIV. General Provisions....26
SIGNATURE PAGE....33
EXHIBIT A – STATEMENT OF WORK....34
I. Product Overview....34
II. Master Agreement Deliverables....35
III. Purchase, Lease and Rental Programs....47
IV. Contractor Responsibilities and Tasks....53
EXHIBIT B – SAMPLE D&A CERTIFICATE....63
EXHIBIT C – AUTHORIZED DEALER FORM....64
EXHIBIT D – AUTHORIZED DEALERS BY STATE....65
ATTACHMENT 1 – XEROX GENERAL TERMS....66
ATTACHMENT 2 – XEROX LEASE AGREEMENT TERMS AND CONDITIONS....70
ATTACHMENT 3 – XEROX RENTAL AGREEMENT TERMS AND CONDITIONS....73
ATTACHMENT 4 – XEROX PURCHASE AND MAINTENANCE AGREEMENT TERMS AND CONDITIONS....75
ATTACHMENT 5 – XEROX INSTALLMENT SALE AGREEMENT TERMS AND CONDITIONS....77
ATTACHMENT 6 – XEROX MAINTENANCE AGREEMENT TERMS AND CONDITIONS....79
ATTACHMENT 7 – XEROX SERVICES MASTER AGREEMENT TERMS AND CONDITIONS....81
ATTACHMENT 8 – XEROX MPS STATEMENT OF WORK TEMPLATE....93
ATTACHMENT 9 – XEROX PRINT SERVICES AGREEMENT....129
ATTACHMENT 10 – XEROX POOL PLAN AGREEMENT TERMS AND CONDITIONS....132
ATTACHMENT 11 – XEROX SOFTWARE LICENSE ADDENDUM....135

DocuSign Envelope ID: 1EE33BDE-1A7C-4EAB-B29A-6D95E2C6CC62

ATTACHMENT 12 – XEROX PRODUCT SPECIFIC TERMS AND CONDITIONS 138
ATTACHMENT 13 – XEROX PRODUCTION INKJET EQUIPMENT TERMS AND CONDITIONS 142
ATTACHMENT 14 – XEROX SAMPLE BALTORO CUSTOMER EXPECTATIONS DOCUMENT 147
ATTACHMENT 15 – XEROX BALTORO CUSTOMER ACCEPTANCE FORM 148
ATTACHMENT 16 – XEROX BALTORO SOW 150
ATTACHMENT 17 – XEROX PRINTERLOGIC SOW 154
ATTACHMENT 18 – XEROX EQUIPMENT TAKE BACK OPTIONS FOR US CUSTOMER 173

MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.

1.2 **A4 MFD –** A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.

1.3 **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.

1.4 **Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.

1.5 **Attachment** – Contractor's Supplemental Documents which consist of the following:

1.5.1 Attachment 1 – Xerox General Terms

1.5.2 Attachment 2 – Xerox Lease Agreement Terms and Conditions

1.5.3 Attachment 3 – Xerox Rental Agreement Terms and Conditions

1.5.4 Attachment 4 – Xerox Purchase and Maintenance Agreement Terms and Conditions

1.5.5 Attachment 5 – Xerox Installment Sale Agreement Terms and Conditions

1.5.6 Attachment 6 – Xerox Maintenance Agreement Terms and Conditions

1.5.7 Attachment 7 – Xerox Services Master Agreement Terms and Conditions

1.5.8 Attachment 8 – Xerox MPS Statement of Work Template

1.5.9 Attachment 9 – Xerox Print Services Agreement

1.5.10 Attachment 10 – Xerox Pool Plan Agreement Terms and Conditions

1.5.11 Attachment 11 – Xerox Software License Addendum

1.5.12 Attachment 12 – Xerox Product Specific Terms and Conditions

1.5.13 Attachment 13 – Xerox Production Inkjet Equipment Terms and Conditions

1.5.14 Attachment 14 – Xerox Sample Baltoro Customer Expectations Document

1.5.15 Attachment 15 – Xerox Baltoro Customer Acceptance Form

1.5.16 Attachment 16 – Xerox Baltoro SOW

1.5.17 Attachment 17 – Xerox PrinterLogic SOW

1.5.18 Attachment 18 – Xerox Equipment Take Back Options for US Customer

1.6 **Authorized Dealer** – The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices

offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

1.7 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.

1.8 **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.

1.9 **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.

1.10 **Business Day** – Any day other than Saturday, Sunday, or a legal holiday.

1.11 **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments and the fair market value where applicable.

1.12 **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

1.13 **Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.

1.14 **Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a $1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.

1.15 **Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.

1.16 **Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.17 **Coterminous** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new Device or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.

1.18 **Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.

1.19 **Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”

1.20 **Device Downtime** - The period of time that a Device is not operational and is waiting for Service to be completed. Actual Equipment downtime represents the time the Equipment

is “down” and cannot make prints or copies. It is comprised of response time and machine repair time.

1.21 **Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.

1.22 **Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.

1.23 **Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing lease or rental Device, with a different Device, of either greater or lesser value. A new lease or rental is then originated for the new Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.

1.24 **Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

1.25 **Embedded Software** - One or more software applications which permanently reside on a computing Device.

1.26 **Energy Star** - The U.S. Environmental Protection Agency’s standard for energy efficiency.

1.27 **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.

1.28 **Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity’s specified location.

1.29 **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.

1.30 **Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60, 72, 84, 96, 108 or 120 months) that a Purchasing Entity enters into a lease or rental agreement.

1.31 **Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.32 **Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.

1.33 **Lead State -** The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.34 **Legacy Device** – A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.

1.35 **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.

1.36 **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity’s entire enterprise and output infrastructure of printed materials, with the

objective of creating a solution that improves the print process and reduces the expense of printed material.

1.37 **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.

1.38 **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

1.39 **Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.40 **Monthly Minimum Charge or MMC -** the regular recurring charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services, finance components and/or Products. One-time items, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.

1.41 **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.

1.42 **NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.43 **Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.

1.44 **Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

1.45 **Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.

1.46 **OEM** – The Original Equipment Manufacturer.

1.47 **Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services. For purposes of an MPS offering, a MPS statement of work is not an Order, it is part of an Order.

1.48 **Participating Addendum –** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.49 **Participating Entity -** A state (as well as the District of Columbia and US territories), city,

county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.50 **Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.51 **Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.

1.52 **Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.

1.53 **Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

1.54 **Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.

1.55 **Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.

1.56 **Published Price** – The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price) and/or part of the price exhibit.

1.57 **Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.58 **Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.

1.59 **Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.

1.60 **Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

1.61 **Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location. Contractor measures Response Time based on the quarterly response time average for the Participating State's entire Xerox-branded Equipment population. Failure to achieve the applicable Response Time targets or the timeliness of service requirements will not constitute a breach of the Master Agreement or the applicable Order.

1.62 **Scanner** - A Device that scans documents and converts it into digital data.

1.63 **Segment** - The various speeds that Devices are categorized by.

1.64 **Services** – The labor required to be performed by Contractor pursuant to the Master

Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

1.65 **Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

1.66 **Service Call** - An on-site Service technician visit due to Device error or malfunction.

1.67 **Short-Term Rental** - A type of agreement in which ownership is not an option and the maximum rental term does not exceed 18 months.

1.68 **Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.

1.69 **Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.

1.70 **Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.

1.71 **Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.

1.72 **Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.

1.73 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.

1.74 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Xerox Corporation (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), Standalone Production Devices, Industrial Print Equipment, and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 **Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

2.3 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

3.1 Order. This Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all Exhibits;

3.1.3 An Order issued against the Master Agreement;

3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and

3.1.6 Contractor's Supplemental Documents, which are included as Attachments.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities

within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.

5.2.1.2 Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor may report as follows:

5.2.1.2.1 Purchased Equipment: Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies," providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the Equipment.

5.2.1.2.2 Lease and Rental Equipment: Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and

schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Contractor's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master

Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This

subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("celling") price to any Purchasing Entity.

6.1.1 MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

6.1.2 With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to section IV.E.5 of Exhibit A, Statement of Work, for more information.

6.1.3 Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.

6.1.4 Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease and rental rates will not be permitted until 8/1/2025.

6.1.5 Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.

6.1.6 All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to

send Price List updates directly to NASPO ValuePoint.

6.1.7 All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.

6.1.8 Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.

6.1.9 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

For example: *The maximum lease or rental term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.*

VII. Ordering

7.1 Order Numbers. Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available by the Participating State, Purchasing Entity local source, State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental Order, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Ordering and Invoicing Specifications.** At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following:

7.6.1 Name of Purchasing Entity;

7.6.2 The name, phone number, and address of Purchasing Entity representative;

7.6.3 Order date;

7.6.4 Description of the Product and/or Service ordered;

7.6.5 Model number;

7.6.6 Price;

7.6.7 The Master Agreement number; and

7.6.8 Any additional information required by the Participating State or Entity.

7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.

7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

7.10 With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.

7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

7.14 Contractor, Third-Party leasing companies, and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns. Should the Participating State, Participating Entity, or a Purchasing Entity dispute an invoice, Contractor shall require the Participating State, Participating Entity, or a Purchasing Entity to provide Contractor written notice describing the item(s) and reason(s) the invoice amount is being disputed. Contractor shall work with the Participating State, Participating Entity, or the Purchasing Entity to resolve the dispute, and will issue an adjustment invoice, as required. Pending the resolution of the dispute, the Participating State, Participating Entity, or the Purchasing Entity is expected to pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute.

7.16 Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

7.16.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;

7.16.2 All Environmentally Preferable Products (EPP) shall be clearly listed;

7.16.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;

7.16.4 All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and

7.16.5 Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.

7.17 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.18 Substitutions. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.

7.19 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

7.20 Supplemental Documents. All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

8.1 Shipping Terms. With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, standard freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

8.1.1 Notwithstanding the above, the responsibility and liability for loss or damage will remain the Contractor's on all Contractor installed Devices, until final inspection and Acceptance, when responsibility will pass to the Purchasing Entity, and for drop-shipped Devices, liability for loss or damage shall pass to the Purchasing Entity upon delivery of the Device, except as to latent defects, fraud, and Contractor's warranty obligations. The Purchasing Entity is required to insure the equipment while installed

8.2 Available Products. Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

8.3 Required Updates. Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.

8.4 Software Installation. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.

8.5 Delivery Days and Receiving Hours. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor

fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

8.6 **Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

8.7 **Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).

9.4 Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.

9.5 Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

9.6 **Inspection.** Unless an Order is preceded by a trial Order as described in **section 9.8.1**, all Devices are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.6.1 Devices that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently

revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device rejected and returned, or for which Acceptance is revoked.

9.7 Failure to Conform. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of Services performed.

9.8 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing. For purposes of this section, unless an Order is preceded by a trial order, the Device will be considered accepted upon the installation of the Device by Contractor, after the Equipment successfully runs all required diagnostic routines, and the Equipment is turned over to the Purchasing Entity for use. The term for an Order shall commence upon Acceptance of the Device; provided however, for a customer-installable or dropped-ship Device, the term for an Order shall commence upon delivery of the Device.

9.8.2 If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

9.8.5 No Device will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this **section X** will apply.

10.2 The warranty period shall begin upon Acceptance of the Device, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices. Notwithstanding the foregoing, Contractor warrants Equipment

performance for the entire lease term or thirty-six (36) months for purchased Equipment. The only time this is not applicable is for a limited number of Group C Devices which are special production units that need at least 180 days to implement unique applications. In the case of these Group C Devices that have an implementation period for unique applications, the team will work with the Purchasing Entity to agree upon a Customer Expectations Document ("CED") that will lay out the performance expectations. As long as the Equipment is continuously maintained on a Contractor Maintenance Agreement during its term or for 36 months from purchase, if the Equipment is not performing substantially consistent with the performance expectations outlined in the Customer Expectations Document ("CED") or such other documentation provided with the Equipment if a CED does not accompany the Equipment (the "Documentation"), Contractor will, after attempting to repair the device per the Maintenance Services provision hereto and upon the Participating Entity's request but in Contractor's sole discretion, replace such Equipment without charge with identical Equipment or with other Equipment with comparable features and capabilities.

10.3 Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

10.4 Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

10.5 If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.

10.6 Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

10.7 Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

10.8 Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.

10.9 Contractor warranty obligations shall not apply if:

10.9.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;

10.9.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and

10.9.3 The Device is relocated to any place where Contractor Services are not available.

10.10 Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.

10.11 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

10.12 Lemon Clause

10.12.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.

10.12.2 This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.

10.12.3 The application period is thirty-six (36) months from the date of Acceptance.

10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

10.12.6 Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Equipment Title

11.1 Conveyance of Title. Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

11.1.1 Purchasing Entity up-front purchase of the Device;

11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

11.1.3 Expiration of a Purchasing Entity's Capital Lease; or

11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

11.2 Embedded Software. Transfer of title to the Device must include an irrevocable and perpetual license to use any Embedded Software in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Device title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless

NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product, system or method.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, **Section 12.2** is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

13.2 Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

13.2.1 **Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence, $2 million general aggregate, $2 million Products and completed operations aggregate and $50,000 and any one fire. If any aggregate limit is reduced below $2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.

13.2.2 **Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

13.2.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.2.4 **Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of $1,000,000 each accident combined single limit.

13.3 Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

13.4 Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

13.4.1 Includes the Participating States identified in the Request for Proposal as additional insured's, and;

13.4.2 Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

13.5 Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.6 Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

13.7 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.8 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.9 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.10 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly

pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Contractor agrees to make such records available within a reasonable amount of time upon written receipt of request. These records shall exclude any information deemed by Contractor to be confidential or proprietary.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy,

reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law,

Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations; and

14.8.3.5 Suspension of Contractor's performance.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

14.12.2 The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal

antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

CONTRACTOR Xerox Corporation	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director
By: David Milne Title: CFO By: DocuSigned by: David Milne E8CC44900C11484... *Signature	By: DocuSigned by: John Chapman EF45AFDEB51E414... John Chapman, State Purchasing Manager
Date: 11/29/2023	Date: 11/29/2023

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Manley 66856696CC1A43A...

Date: 11/29/2023

EXHIBIT A – STATEMENT OF WORK

I. Product Overview

A. Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

Group	Products and Services
A	A3 MFD – *OEM only*
B	A4 MFD – *OEM and Non-OEM*
C	Production Equipment – *OEM and Non-OEM*
D	Single-function Printers – *OEM and Non-OEM*
E	Large/Wide Format Equipment – *OEM and Non-OEM*
F	Scanners – *OEM and Non-OEM*
G	Software – *OEM and Non-OEM*
H	Supplies (consumable) – *OEM and Non-OEM*
I	Managed Print Services

2. Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
C1	Standalone Production Devices (cutters, sorters, binders) – *OEM and Non-OEM*
C2	Industrial Print Equipment – *OEM and Non-OEM*
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – *OEM and Non-OEM*

B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.

C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A.**

D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4.**

E. Contractor may provide MPS under any Group they offer under this Contract. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so.

F. Contractor may add, remove or modify Products and Services on their Price Lists **once per**

calendar month, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information regarding pricing.

G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

1. Group Categories. Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	**PPM**
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
Segment	**PPM**
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

Group C – Production Equipment	
Segment	**PPM**
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
Segment	**PPM**
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	**A1 or D Size PPM***	**Width – Office**	**Width - Industry**
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	**PPM**
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

2. **Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

a. New power filter;

b. Duplex for Segment 3 and above;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segment 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 2,000 sheet paper capacity for Segments 5 and above.

iv) Paper size capacity up to 11” x 17”; and

v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

a. New power filter;

b. Bypass paper supply;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segments 1 and 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 1,000 sheet capacity for Segments 5 and above.

d. Paper size capacity up to 8 1/2" x 14"; and

e. Envelope adjustment capability.

2.3 Group C – Production Equipment

a. New power filter;

b. Standard paper drawer(s);

c. Standard paper capacity;

d. Duplex; and

e. Network connectivity.

2.4 Group D – Single-function Printers

a. Must include an inkjet, light emitting diode (LED), or laser print engine;

b. Standard paper drawer(s);

c. Standard paper capacity; and

d. Network connectivity.

2.5 Group E – Large/Wide Format Equipment

a. Hard-Disk drive;

b. Network connectivity;

c. Touch screen control panel; and

d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.6 Group F – Scanners

a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);

b. Automatic Document Feeder (ADF);

c. Letter or legal paper size capacity;

d. Color depth of at least 24 bytes; and

e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

3.1 Group A Base Units are OEM only.

3.2 Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.3 Group D must be Energy Star compliant or EPEAT registered to a minimum of

Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.4 Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.

3.5 If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.

3.6 All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.

3.7 Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.

3.8 Device specifications must be published on the Contractor website.

3.9 MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.

3.10 Devices must maintain a PPM speed, according to Segment classification.

3.11 Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

4.1 Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.

4.2 Group C, Sub-Group C1, Sub-Group C2, and Group F are not required to be EPEAT registered or Energy Star compliant.

4.3 Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.

4.4 Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates **all** paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

5.1 Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

5.2 Contractor may also maintain a separate price list for Accessories for Base Units

that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

5.3 Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

6. Remanufactured and Refurbished Equipment

6.1 Contractor may offer Remanufactured and/or Refurbished Equipment under any Group.

6.2 Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.

6.3 Equipment can be acquired via a purchase, lease or rental agreement.

6.4 Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.

6.5 All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.

6.6 Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.

6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.

6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the Published Price for the Group and Segment to which it belongs.

7. Group G - Software

7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.

7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.

7.3 Contractor may provide OEM and/or Third Party software.

7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.

7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict

the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

7.6 Software Subscriptions

a. Software pricing shall be inclusive of available software patches and any updates.

b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.

c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.

d. License fees and support fees shall remain firm throughout the term of the agreement.

e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.

g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Supplies (consumable)

8.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.

8.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F, as well as Sub-Groups C1, C2 and D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

a. Toner;

b. Staples;

c. Ink;

d. Print Cartridges;

e. Imaging Drums;

f. Fuser Kits;

g. Cleaning Kits;

h. Transfer Kits;

i. Waste Toner Bottles;

j. Fuser Oil;

k. Ozone Filters;

l. Ribbon;

m. Developer;

n. Rollers and Pads; and

o. Maintenance Kits.

8.3 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, **or** be bio-based.

8.4 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

9. Service Offerings

9.1 Group I - Managed Print Services

a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.

b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.

c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.

d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.

e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment 8, Xerox MPS Statement of Work Template**, and it must be

approved by both parties prior to the initiation of any engagement.

f. Any MPS engagement shall include the following:

i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);

ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);

iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);

iv) **End-user Support** (e.g. training; Help Desk); and

v) **Account management** (e.g. reporting; invoicing; customer business reviews).

g. The MPS engagement may include, but is not limited to, the following:

i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);

ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);

iii) **Change Management;**

iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);

v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).

vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and

vii) **Cartridge Recycling**.

h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.

i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

9.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.

ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.

iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.

iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, C and D. Supplies may or may not be included.

v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.

vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.

vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).

viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.

ix) Contractor may charge flat rate fees for Services performed on any Accessories.

x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.

xi) 11”x17” impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.

xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.

xiii) A two-sided document shall be counted as two (2) clicks.

xiv) Contractor must not charge for scans on any MFD.

b. Initial Term

i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 12, 24, 36 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.

ii) For lease and rental Devices, the total Maintenance Agreement term shall be equal to the term of the lease or rental (e.g. 24, 36, 48 months etc.).

iii) For purchased Devices, the initial term is determined by the

Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Sub-Group D1, Group E, and Group F Devices, and 120 months on Group C and Sub-Groups C1 and C2 Devices.

c. Renewal Term

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.

ii) The Blended Rate must be divided between b&w and color.

iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.

iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.

ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.

iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.

ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Lease or Rental Devices

i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.

ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following

conditions are met:

1) The Device has not reached the end of its Useful Life;

2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and

3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f)** and **II.A (9.2)(g)**.

ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.

iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.

iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. Sub-Group Categories. The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

a. Cloud-based scanning (software as a service, enterprise content management); and

b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group C1 – Standalone Production Devices. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

a. Cutters;

b. Inline Finishers;

c. Folders;

d. Sorters;

e. UV Coaters; and

f. Binders.

1.3 Sub-Group C2 – Industrial Print Equipment. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to

OEM, and may include, but not be limited to, the following:

a. Digital Label Press;

b. Digital Press;

c. 3D Printers;

d. 48” and larger Wide Format Printers (roll-fed, hybrid, flatbed);

e. Continuous Feed Inkjet;

f. High Speed Inkjet; and

g. Decorative Print & Embellishment.

1.4 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

a. Barcode labels;

b. High Volume Inkjet;

c. 3D Printers;

d. Receipt printers;

e. Card printers; and

f. Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Groups C1, C2 and D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group C and Group D, respectively.

3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

a. Interactive White boards;

b. Computers, monitors, or other related hardware items;

c. Fax machines;

d. Kiosk machines;

e. Overhead Projectors; and

f. Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined

by the Participating State or Entity.

3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.

4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.

4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.

4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a "lowest" discount.

III. Purchase, Lease and Rental Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	24, 36, 48 and 60 months
Capital Lease	
Straight Lease	
Cancellable Rental	24 and 36 months

1. All Devices on Contractor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

2. Contractor may also offer 72-month lease rates for Group C and Sub-Groups C1 and C2 Devices only, and 84-month lease rates for Group C and Sub-Groups C1 and C2 Devices on an exception base only.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.

2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease and Rental Rates

1. Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.

2. Once a Purchasing Entity enters into a lease or rental agreement, the lease or rental rate

must remain fixed throughout the Initial Lease or Rental Term, regardless of whether the Contractor had increased their lease or rental rates in the Master Agreement Price Lists. If Contractor has decreased their lease or rental rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.

4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.

5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.

6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:

6.1 The Daily Treasury Yield Curve (or comparable index) Rate;

6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;

a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and

b. The methodology for determining the 48 month base rate if a 4-year rate is not published.

6.3 Contractor must offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Coterminous lease and rental rates must adhere to the following methodology:

***For example**: A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing and Rental Overview

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however,

will still be the responsibility of the Contractor.

2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.

3. Lease and rental agreements shall not be subject to automatic renewals. This is non-negotiable in any Particpating Addendum or Order.

4. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.

5. With the exception of a $1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.

6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.

7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.

8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.

9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.

10. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group C and Sub-Group C1 and C2 Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Contractor, shall have a maximum term of 120 months.

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.

12. All Renewal Terms shall be billed on a monthly basis.

13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.

14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing

Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

E. Leasing and Rental Options

1. FMV Lease

1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 36, 48, or 60 months for Group A, Group B, Group C, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Exercise their purchase option;

b. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

c. Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease ($1 Buyout Lease)

2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 36, 48, or 60 months for Group A, Group B, Group C, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

3.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 36, 48, or 60 months for Group A, Group B, Group C, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.

3.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

4. Cancellable Rental

4.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24 and 36 months for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

4.2 A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.

4.3 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

F. Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Devices

1.1 The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.

1.2 Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

a. Any acquisition or return options, based on the type of lease or rental agreement;

b. Any renewal options, if applicable; and/or

c. Hard drive removal and surrender cost, if applicable.

1.3 If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.

1.4 If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

2. Payment. The first scheduled payment (as specified in the applicable Order), will be due

following the Acceptance of the Device(s), or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease. A Buyout to Keep option is not available on a Straight Lease.

4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).

5. **Device Upgrade or Downgrade**. A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.

6. **Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

   7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.

   7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

8. **Early Termination Charges**

   8.1 Except in the case of Non-appropriation of funds, FMV, $1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance

obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

8.2 Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

9. Default. Each of the following is a "default" under these lease and rental terms:

9.1 Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

9.2 Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

9.3 Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

9.4 Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or

9.5 Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.

10. Remedies. If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:

10.1 Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

10.2 Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:

a. All past due payments and all other amounts payable under the lease or rental agreement;

b. All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and

c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

1. Technicians. All technicians must be factory trained by the OEM and certified to Service the Devices.

2. **Standard Service Levels.** Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

2.1 End-User Training

a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

b. Purchasing Entity may also request an additional one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.

c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.

e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.

f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

g. For Groups A, B, C, D, E, and Sub-Groups C1, C2, and D1, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.

h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

2.2 Preventative Maintenance. Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in

an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.

b. Device Downtime due to lack of consumable Supplies is not acceptable.

c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or

b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.

c. If any Device in Group C or Sub-Groups C1 and C2 are inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

2.5 Repair Parts

a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:

i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.

c. Contractor(s) may charge different rates according to each Service Zone.

2.7 Service Logs

a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.

b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.

b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*****
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

c. Contractor may not charge for any fees incurred due to fuel or tolls.

d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

e. Contractor is required to offer Device relocation services for all lease and rental Equipment.

3. Meter Read Invoicing

3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.

3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.

b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

a. The report shall include the following:

i) Number of Service Calls placed;

ii) Response Time per Device;

iii) Dates that Preventative Maintenance was performed, if applicable; and

iv) Estimated end of Useful Life per Device, based on current usage.

b. The report may include, but not be limited to, the following:

i) Location of Devices;

ii) Click usage per Device; and

iii) EPEAT certification level of each Device.

B. Customer Service

1. Key Personnel. Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of

contact for the following:

1.1 Master Agreement Contract Administrator – shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;

1.2 NASPO ValuePoint Reporting Contact – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;

1.3 Master Agreement Marketing Manager – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and

1.4 National Service Manager – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

2. Single Point of Contact. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. Service and Support Hours. Contractor must provide full Service and support for Products during Normal Business Hours.

4. Customer Service Team. Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

5. Additional Coverage. Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

6. Online Access. Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.

2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall

provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State,** within three (3) calendar days of engaging or removing a Dealer.

6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:

7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;

7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, and if requested by the Purchasing Entity, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F.

2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.

3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);

3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);

3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and

3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not

exceed thirty (30) calendar days.

5. If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device for each day that it remains at Purchasing Entity's location. Such rates shall not exceed current market standards.

E. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:

1.1 Air conditioning;

1.2 Electrical;

1.3 Special grounding;

1.4 Cabling;

1.5 Space;

1.6 Humidity and temperature limits; and

1.7 Other considerations critical to the installation.

2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.

4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.

5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.

6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.

7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs

associated with their implementation must be conveyed by Contractor prior to Order placement.

1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.

1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. Sensitive Information. Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at https://www.nest.gov/publications/computer-security-incident-handling-guide, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.

4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.

4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.

4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor; or

5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.

5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.

5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.

5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.

5.6 If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.

G. Contractor Notices. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

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EXHIBIT B – SAMPLE D&A CERTIFICATE

NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.

WITH Insert Name of Contractor

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.

☐ The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement **for the following reason** (required):

_____

_____

_____

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____
(Contractor Representative)

Signed: _____ Date: _____
(Authorized Dealer Representative)

_____
(Print First and Last Name of Authorized Dealer Representative)

EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -
Authorized Dealers by

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ATTACHMENT 1 – XEROX GENERAL TERMS

The following terms and conditions apply to all Xerox transactions.

GENERAL TERMS & CONDITIONS:

1. **REPRESENTATIONS.** The individuals entering into this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.
2. **CONSUMABLE SUPPLIES**. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.
3. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.
4. **"GUARANTEE PERIOD"** Xerox warrants equipment performance not just for 90 days like many manufacturers, but for the entire term of a lease agreement or 36 months for equipment that is purchased. The only time this is not applicable is for a limited number of Group C products which are special production units that need at least 180 days to implement unique applications.

   In the case of those Group C products that have an implementation period for unique applications the team will work with the customer to agree upon a Customer Expectations Document ("CED") that will lay out the performance expectations. As long as the equipment is continuously maintained on a Xerox Full Service Maintenance Agreement during its term or for 36 months from purchase, if the Equipment is not performing substantially consistent with the performance expectations outlined in the Customer Expectations Document ("CED") or such other documentation provided with the Equipment if a CED does not accompany the Equipment (the "Documentation"), Xerox will, after attempting to repair the device per the Maintenance Services provision hereto and upon the Participating Entity's request but in Xerox's sole discretion, replace such Equipment without charge with identical Equipment or with other Equipment with comparable features and capabilities.
5. **NON-APPROPRIATION OF FUNDS.** The continuation of any lease, rental purchase or maintenance agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State, Purchasing Entity local source, State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental

agreement, and Xerox waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

6. **LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of $10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.
7. **ASSIGNMENT.** Xerox reserves the right to assign this Agreement to a parent, subsidiary, or third party, upon written notification to the Lead State and Purchasing Entity, for the purpose of securitizing or monetization the transaction. Xerox will remain 100% responsible for all aspects of the contract after assignment.
8. **TAXES.** The Purchasing Entity will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income.
9. **CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.
10. **WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY.
11. **REMOTE SERVICES.** REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Data Transmission"). Remote Transmission also enables Xerox to transmit to you Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment, and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by you upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to the parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee, per the NASPO ValuePoint Master Agreement ("Master Agreement"), for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

SOFTWARE

12. **SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware ("Base Software") only with the Xerox-brand Equipment and/or Third Party Hardware with which it was delivered; and (b) Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation) and may only be used on any single unit of Equipment or

Third Party Hardware, as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". The Purchasing Entity has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment and/or Third Party Hardware in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (a) Xerox is denied access to periodically reset such code; (b) you are notified of a default under this Agreement; or (c) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment and/or Third Party Hardware; (ii) you are a lessor of the Equipment and/or Third Party Hardware and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment and/or Third Party Hardware, as applicable. Neither Xerox nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

13. **SOFTWARE SUPPORT**. Except for Products and/or Third Party Products identified as "No Svc.", Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). As used in this Agreement, “Base Software” means software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware. For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period, but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Base Software for Third Party Hardware, Software Support will be provided during the initial Term and any renewal period but in no event longer than the Third Party Hardware vendor provides similar support for it. For Software and/or Third Party Software that is set forth as a separate line item in this Agreement (“Application Software”) (including its accompanying documentation), Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Licensed Software Support if you have modified the Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then Master Agreement pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Licensed Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as ‘No Svc.”, you may enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Xerox shall have no liability for the acts or omissions of such third party support services provider.

14. **DIAGNOSTIC SOFTWARE**. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

15. **DATA SECURITY**. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

ATTACHMENT 2 – XEROX LEASE AGREEMENT TERMS AND CONDITIONS

A Contract between (Name of Purchasing Entity)
(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)
And
Xerox Corporation

1. **LEASE TERM.** This Agreement shall be effective from to , unless sooner terminated by either party as set forth in this Agreement in paragraph 10.

2. **DEFINITIONS**. " "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the Equipment described in Attachment A and any Equipment replaced by Lessor during the term of this Agreement. "Xerox" or "Lessor" means a person or entity from whom the Purchasing Entity or "Lessee" or "Customer" has leased Equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

SOLUTION/SERVICES:

3. **PRODUCTS**. Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

4. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. Xerox has no obligation to maintain or replace Equipment beyond the "End of "Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particulate Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

TERMINATION PRICING PLAN/OFFERING SELECTED:

5. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The initial term for each Product

and/or Third Party Product will commence upon acceptance of the Equipment; provided, however, for "Customer-installable" or "Drop-Shipped" Equipment, the term for a lease Order shall commence upon delivery of the Equipment. Unless a lease order is preceded by a trial order, the Equipment will be considered accepted upon installation of the Equipment by Lessor, after the Equipment successfully runs all required diagnostic routines, and the Equipment is turned over to the Purchasing Entity for use.

6. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Purchasing Entity's bank account. Restrictive covenants on payment instruments will not reduce your obligations.

7. **SEPARATELY BILLED MAINTENANCE**. If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.

8. **PRICE INCREASES**. Once a Purchasing Entity enters into a lease agreement, the rate must remain fixed throughout the Initial Lease Term.

9. **DELIVERY, REMOVAL & RELOCATION**. With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

10. **PURCHASE LEASE OPTIONS**. The following options are available for Equipment subject to this Agreement.
    - **a)** PURCHASE OPTION. If not in default, you may purchase the Equipment and/or Third Party Hardware, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (i) at the end of the initial Term for the Purchase Option indicated on the face of this Agreement (i.e. either a set dollar amount or the Fair Market Value of the Equipment and/or Third Party Hardware at the expiration of the Initial Term ["FMV"]), plus all applicable Taxes.
    - **b)** RENEWAL. If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease rates listed in the most recent Master Agreement Price List(s) posted on the NASPO ValuePoint website.
    - **c)** LEASE TERMINATION. With the exception of a Capital Lease arrangement, or unless exercising the purchase option on a FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or Xerox may pick the Equipment up, without any further financial obligations to the Purchasing Entity.

11. **DEFAULT & REMEDIES.**
    - **a)** Default. The Purchasing Entity will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after date of invoice), or (2) you breach any other obligation in this with Xerox as stated under the NASPO ValuePoint Master Agreement. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of the early termination charges pursuant to the NASPO ValuePoint Master Agreement.

12. **TRADE-IN EQUIPMENT**. The Purchasing Entity warrants that it has the right to transfer title to the Equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order. Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. The Purchasing Entity will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. The Purchasing Entity will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

GENERAL TERMS & CONDITIONS:

13. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR DUE TO NON-APPROPRIATION OF FUNDS, PER THE MASTER

AGREEMENT. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

14. **WARRANTY DISCLAIMER**. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

15. **TITLE & RISK OF LOSS AND INSURANCE.** Until you exercise your Purchase Option: (a) title to Equipment and Third Party Hardware will remain with Xerox; (b) Equipment and Third Party Hardware will remain personal property; (c) you will not attach the Equipment or Third Party Hardware as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware, or file or permit to be filed any lien against the Equipment or Third Party Hardware; and, (e) you will not make any permanent alterations to the Equipment or Third Party Hardware. For Equipment installed by Lessor, Risk of Loss will pass to you upon acceptance and for Equipment designated as “Customer Installable” or “drop-shipped”, the Equipment delivery date. You are required to insure the equipment while installed.

ATTACHMENT 3 – XEROX RENTAL AGREEMENT TERMS AND CONDITIONS

SOLUTIONS/SERVICES:

1. **PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment") and Xerox-brand (“Software”) and supplies identified in this Agreement. “Third Party Products” means the third party hardware (“Third Party Hardware”), third party software (“Third Party Software”) and/or any third-party hosted service product (“Third Party Software as a Service” or “Third Party SaaS”) identified in this Agreement. Products and Third Party Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

2. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor’s published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services on the Equipment, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. Xerox has no obligation to maintain or replace Equipment beyond the “End of “Service” for that particular model of Equipment. End of Service (“EOS”) means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particulate Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment’s Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as “No Svc.”, you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

3. **TERM.** This Agreement is valid when accepted by Xerox. The initial Term for each Product and/or Third Party Product will commence upon: (i) the delivery of customer-installable Product and/or Third Party Product; or (ii) the acceptance of Xerox-installable Product and/or Third Party Product ("Commencement Date") and will continue for the number of full calendar months shown as "Rental Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30-day month. During a renewal term, either party may terminate the Equipment and/or Third Party Hardware upon at least 30 days’ notice. Upon termination, you will make the terminated Products and/or Third Party Products available for removal by Xerox. At the time of removal, the Equipment and/or Third Party Hardware will be in the same condition as when delivered (reasonable wear and tear excepted).

4. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.

5. **DELIVERY, REMOVAL & RELOCATION.** With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; for any Equipment relocation and all charges for delivery, removal and relocation of Third Party Hardware, Relocation of Xerox-owned Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

6. **TERMINATION.** You may terminate this Agreement at any time upon 30 days' notice and payment of (1) all amounts then due, plus interest from the due date until paid at the rate of 1% per month, and (2) all remaining Minimum Payments, not to exceed three such payments. You will make the Products and/or Third Party Hardware available for removal when requested to do so by Xerox, and the Products and/or Third Party Hardware must be returned in the same condition as when delivered, reasonable wear and tear excepted.

7. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of all amounts as described under the NASPO ValuePoint Master Agreement. You will make the Equipment and Third Party Hardware available for removal when requested to do so by Xerox or the third party vendor, and the Equipment and Third Party Hardware must be returned in the same condition as when delivered (reasonable wear and tear excepted), together with any related software. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

ADDITIONAL TERMS:

8. **TRADE-IN EQUIPMENT.** You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

ATTACHMENT 4 – XEROX PURCHASE AND MAINTENANCE AGREEMENT TERMS AND CONDITIONS

SOLUTION/SERVICES:

1. **PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment"), Xerox-brand software (“Software”) and supplies identified in this Agreement. “Third Party Products” means the third party hardware (“Third Party Hardware”), third party software (“Third Party Software”) and/or third-party hosted service product (“Third Party Software as a Service” or “Third Party SaaS”) identified in the “Third Party Products/Services” table in this Agreement. Products and Third Party Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

2. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor’s published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services on the Equipment, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. Xerox has no obligation to maintain or replace Equipment beyond the “End of “Service” for that particular model of Equipment. End of Service (“EOS”) means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment’s Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as “No Svc.”, you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider**.**

PRICING PLAN/OFFERING SELECTED:

3. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Product or Third Party Product will commence upon: (a) delivery of customer-installable Product or Third Party Product; or (b) acceptance of Xerox-installable Product or Third Party Product. If Xerox is providing Maintenance Services or Software Support for the Product or Third Party Product, the initial Term for Maintenance Services or Software Support will expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider’s maintenance and/or support agreement.

4. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.

5. **DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Charges for delivery, removal and relocation of Third Party Hardware are your responsibility. Relocation of Xerox-owned Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

6. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after the date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default Xerox will apply all the default and remedies terms and provisions of the NASPO ValuePoint Master Agreement will apply.

ATTACHMENT 5 – XEROX INSTALLMENT SALE AGREEMENT TERMS AND CONDITIONS

SOLUTIONS/SERVICES:

1. **PRODUCTS.** " Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

2. **MAINTENANCE SERVICES.** This Section applies only if Customer has contracted with Xerox for the provision of Maintenance Services. Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services on the Equipment, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. Xerox has no obligation to maintain or replace Equipment beyond the "End of "Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particulate Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

3. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) acceptance of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the initial Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement.

4. **PAYMENT.** If the invoice displays a due date, payment must be received by Xerox on or before the due date. Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this

Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.

5. **PREPAYMENT.** You may prepay the remaining principal balance on the installment purchase of Equipment, thereby eliminating future finance charges.

6. **DELIVERY, REMOVAL & RELOCATION.**
With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

7. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days from date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), require immediate payment of all amounts due and payment of early termination fees as described in the NASPO ValuePoint Master Agreement.

ADDITIONALTERMS:

8. **TRADE-IN EQUIPMENT.** The Purchasing Entity warrants that it has the right to transfer title to the Equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. The Purchasing Entity will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. The Purchasing Entity will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

9. **INSTALLMENT SALE.** The table below outlines the financial details associated with this Agreement.

Item	Finance Activity	Int. Rate	Total Int. Payable
<< Mkt Cd >>	- Installment Sale		
<< Mkt Cd >>	- Installment Sale		

ATTACHMENT 6 – XEROX MAINTENANCE AGREEMENT TERMS AND CONDITIONS

SOLUTION/SERVICES:

1. PRODUCTS. Products" means the Xerox-brand equipment ("Equipment"), Licensed “Software” (as defined below) and supplies identified in this Agreement. “Third Party Products” means the third party hardware (“Third Party Hardware”), third party software (“Third Party Software”) and/or third-party hosted service product (“Third Party Software as a Service” or “Third Party SaaS”) identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity’s business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

2. MAINTENANCE SERVICES. Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor’s published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. Xerox has no obligation to maintain or replace Equipment beyond the “End of “Service” for that particular model of Equipment. End of Service (“EOS”) means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particulate Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment’s Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as “No Svc.”, you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

3. COMMENCEMENT & TERM. This Agreement will commence upon acceptance by Xerox and expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider’s maintenance and/or support agreement.

4. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer’s bank account. Restrictive covenants on payment instruments will not reduce your obligations.

5. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default, the default and remedies terms of the NASPO ValuePoint Master Agreement will apply.

ATTACHMENT 7 – XEROX SERVICES MASTER AGREEMENT TERMS AND CONDITIONS

THIS SERVICES MASTER AGREEMENT NO. <<Enter 7-digit Contract Number>> is between Xerox Corporation ("**Xerox**"), a New York corporation with offices at 201 Merritt 7, Norwalk, CT 06851-1056, and <<Enter Customer's Legal Name>> ("**Customer"**), a << Enter State >> corporation with offices at << Enter Customer's Full Address >>.

AGREEMENT STRUCTURE

Products and Services acquired hereunder are acquired under the auspices of the NASPO ValuePoint Master Agreement ("Master Agreement") RFP-NP-23-001 between the State of Colorado (State) and Xerox Corporation, Therefore, the terms and conditions of the NASPO ValuePoint Master Agreement Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the NASPO ValuePoint Master contract and this Agreement will be resolved in favor of the NASPO ValuePoint Master Agreement.
This Agreement serves as a master service agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to Customer's and its Eligible Affiliates' United States ("U.S.") locations. This Agreement is grouped into Modules. The GENERAL Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

1. DEFINITIONS

The following definitions (and those found elsewhere in this Agreement) apply unless otherwise specified in an Order.

- **a.** **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- **b.** **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a "Services and Solutions Agreement" or "SSA."
- **c.** **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.
- **d.** **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- **e.** **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- **f.** **CPI Adjustment Percentage** means the CPI-U (Consumer Price Index for All Urban Consumers).
- **g.** **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- **h.** **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- **i.** **Confidential Information** shall have the meaning set forth in Section **2.10**.
- **j.** **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.
- **k.** **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, workspace, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.
- **l.** **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.
- **m.** **Customer Information** means documents, materials, and information (including Private Information) belonging to Customer that Customer provides to Xerox for Xerox to provide Products and Services under an Order.
- **n.** **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful

completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.

o. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.

p. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.

q. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.

r. **Effective Date** means the date this Agreement is signed by Xerox.

s. **Eligible Affiliate** means a domestic Customer Affiliate that has met Xerox's credit requirements for ordering Services, Maintenance Services and/or Products under this Agreement.

t. **Equipment** means Xerox-brand equipment.

u. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.

v. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.

w. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.

x. **Feature Releases** means new releases of Software that include new content or functionality.

y. **Force Majeure Event** means a circumstance beyond a party's reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.

z. **Funds** means collectively Amortized Services and Third Party Funds.

aa. **Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to a party as of the Effective Date or that may be created by a party after the Effective Date. Xerox's Intellectual Property includes, without limitation, Software, Remote Product Info and Xerox Tools.

bb. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."

cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.

dd. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEFINITIONS, GENERAL, SERVICES, EQUIPMENT, EQUIPMENT PURCHASE, MAINTENANCE SERVICES and SOFTWARE LICENSE Modules.

ee. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.

ff. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement), an eCommerce Order (which is used solely for electronic ordering through an eCommerce Portal as defined and described in Section **2.16**), or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

gg. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.

hh. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.

ii. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.

jj. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only.

kk. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.

ll. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Products and/or Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.

mm. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.

nn. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.

oo. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.

pp. **Services Software** means software products used to provide certain Services (both a server component and/or client component to be installed on end user's workstations, mobile devices and/or laptops) that may include one or more of the individual software modules identified on a Statement of Work or Order.

qq. **Software** means Services Software, Base Software and Application Software.

rr. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.

ss. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.

tt. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

uu. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.

vv. **Third Party Hardware** means non-Xerox brand equipment.

ww. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.

xx. **Third Party Software** means non-Xerox brand software.

yy. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transactional-based gross receipts, and privilege Taxes.

zz. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.

aaa. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

2. GENERAL

The terms and conditions in this GENERAL Module apply to all Services, Maintenance Services, and Products acquired by Customer under this Agreement.

2.1. Agreement Structure

a. General Contract Structure. The parties intend for this Agreement to serve as a master services agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.

b. Orders and Services Contracts.

i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by an Eligible Affiliate, such Eligible Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose.

ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.

iii. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

2.2. CHARGES, PAYMENT AND DEFAULT

a. Charges. Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's overtime rates, per the NASPO ValuePoint Master Agreement, will apply to Services requested and performed outside Customer's standard working hours.

b. Payment. Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account within 30 days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within 30 days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.

c. Default. Customer will be in default if Xerox does not receive any payment within 15 days after the date it is due, or if Customer breaches any other obligation under this Agreement. If Customer defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1% per month (or the maximum rate or amount allowed under applicable law, whichever is less), and (2) any early termination charges set forth in the Master Agreement or in the applicable Services Contract and/or Order(s).

2.3. RESERVED.

2.4. Customer Responsibilities

Customer agrees to perform its responsibilities under this Agreement in support of the Services, Maintenance Services, or Products in a timely manner. Customer agrees:

a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;

b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and

local building, fire and safety codes;

c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;

d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;

e. to maintain the manufacturer's maintenance agreement for any Third Party Products;

f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;

g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;

h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;

i. that, as between Xerox and Customer, Customer alone is responsible for backing up its data and content and Xerox shall not be responsible for Customer's failure to do so;

j. that as between Xerox and Customer, Customer alone is responsible for determining whether content and materials provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and

k. to provide contact information for Equipment such as name and address of Customer contact.

2.5. Warranties

a. **Mutual Warranties**. Each party represents and warrants to the other, as an essential part of this Agreement, that:

i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;

ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and

iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.

b. **Xerox Warranties**.

i. Services Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within 30 days after such Services are performed.

ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.

iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.

iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:

(a) Customer's failure or delay in performing its responsibilities under this Agreement;
(b) reasons outside Xerox's reasonable control, including Customer Assets, Customer's content or materials, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
(c) unauthorized modifications to Equipment, Software or Third Party Hardware.

c. **Disclaimer**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FOR CLARITY, FOR ANY EQUIPMENT LEASED TO CUSTOMER BY XEROX UNDER THIS AGREEMENT OR ANY ORDER HEREUNDER, SUCH LEASE AND/OR ORDER SHALL BE CONSTRUED AS A "FINANCE

LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

The warranties set forth in this Agreement are expressly conditioned upon the use of the Services and Products for their intended purposes in the systems environment for which they were designed and shall not apply to any Services or Products which have been subject to misuse, accident or alteration or modification by Customer or any third party.

2.6. Intellectual Property

a. Xerox Tools may be used by Xerox to provide certain Services, as set forth in an Order or a Statement of Work. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in an SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Remote Product Info and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.

b. Each party will retain ownership of its Intellectual Property. Each party grants the other a limited, non-exclusive, royalty-free right and license to use the other party's Intellectual Property (excluding the Xerox Tools) in the U.S. only to the extent necessary for such party and its designees to receive the benefit of, and/or, fulfill its obligations under this Agreement. Neither party will (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Intellectual Property of the other or, (ii) allow others to engage in same, except as permitted by applicable law or as expressly permitted under this Agreement or the applicable SOW.

c. The parties acknowledge and agree that no Intellectual Property will be created or transferred under this Agreement. If the scope of the parties' relationship changes to include creation or transfer of Intellectual Property, that activity will be addressed in a separate written agreement.

d. If the Products or Services are configured to provide output (excluding Remote Product Info), including modification or transformation of Customer Information, Customer shall be the sole owner of any such output in any format or media obtained by use of the Products or Services and may freely use and disclose such output to any third party. Examples of output include scans and printed output of Customer Information processed by Equipment.

2.7. Reserved.

2.8. Limitation of Liability

Except as prohibited by law, the following limitations apply:

a. **NO CONSEQUENTIAL DAMAGES**. SUBJECT TO SECTION **2.8(c)**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **LIMITATION ON RECOVERY**. SUBJECT TO SECTION **2.8(c)**, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE**.** THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION **2.8(b)** SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION **2.8** SHALL NOT APPLY WITH RESPECT TO:

   i. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;

   ii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR

iii. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

2.9. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of <<Enter Term>> months. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products owned by Xerox and/or Xerox Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason other than Appropriation of Funds, or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds.

2.10. Confidentiality

a. **Obligations**. Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential. The terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, are Confidential Information of Xerox and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Any services procedures manuals and Xerox's Intellectual Property are Xerox Confidential Information. Private Information is Customer's Confidential Information. Confidential Information may only be used for the purposes of receiving the benefit of or fulfilling obligations under this Agreement, and shared with employees, agents or contractors with a need to know such information to support the foregoing purposes. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency; provided, however, as to a requirement to disclose Confidential Information per clause (4), that party will (x) notify the disclosing party of the obligation to make such disclosure, and (y) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

b. **Residual Rights**. Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

2.11. Data Protection/Privacy

a. To the extent that Privacy Laws are applicable to Customer and Xerox in connection with the performance of Services, each party agrees to comply with the applicable provisions of such Privacy Laws.

b. Xerox has adopted reasonable physical, technical and organizational safeguards designed to prevent accidental, unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information. Xerox will promptly notify Customer in the event of any known unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information.

2.12. Reserved

2.13. Reserved

2.14. Reserved

2.15. Miscellaneous

a. **Copies of Agreement**. Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.

b. **Amendment**. All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.

c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.

d. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.

e. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those stated in this NASPO ValuePoint Master Agreement.

f. **Order of Precedence; Entire Agreement**. This SMA is part of the NASPO ValuePoint Master Agreement including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be as outlined in the NASPO ValuePoint Master Agreement. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **2.6** (Intellectual Property); (2) Section **2.8** (Limitation of Liability); and (3) Section **2.10** (Confidentiality) will prevail over conflicting provisions in any other section of this Agreement.

2.16. eCommerce Portal

Xerox and Customer agree to establish one or more eCommerce portals (each, an "eCommerce Portal") to be used by Customer to select certain models of Equipment and supplies identified in such eCommerce Portals and, upon meeting the conditions set forth below, to submit Orders for the delivery of such Equipment and supplies. During the ordering process in the eCommerce Portal, Customer will be prompted to electronically accept certain terms and conditions that are in addition to those terms and conditions in this Agreement and which would otherwise print out on an SSO:

(a) If Customer accepts such terms and conditions, Xerox will accept and process such order submitted through the eCommerce Portal as an Order (an "eCommerce Order") without any requirement for Customer to execute and deliver an SSO or any other Order form.

(b) If Customer declines such terms and conditions, then (i) Xerox will not accept the submission as an Order and (ii) Customer will need to execute and deliver to Xerox, an SSO presented by Xerox that identifies such Equipment or supplies, the term thereof, the pricing associated therewith and any applicable additional terms and conditions related thereto.

Notwithstanding the foregoing, an eCommerce Order cannot be used for certain types of transactions including, but not limited to, transactions involving Equipment subject to waiver dollars and/or flexibility, involving trade-in units, specific high-end Equipment and Equipment subject to a pooled volume minimum.

SERVICES MODULE

3. TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to Xerox's performance of Services.

3.1. Scope of Services

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay. Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services only for the purpose of such Customer and its designees receiving the benefit of the Services

set forth in the applicable SOW.

3.2. Charges for Services
Charges for Services are set forth in the applicable Order. Charges are based upon Master Agreement pricing information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order;. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a 30 day month, and the terms and conditions of this Agreement will apply.

3.3. Use of Subcontractors
Xerox may, when it reasonably deems it appropriate to do so, subcontract any portion of the Services. Xerox shall remain responsible for any Services performed by subcontractors retained by Xerox to the same extent as if such Services were performed by Xerox.

3.4. Services Scope Changes
Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of the Order and this Agreement.

3.5. Early Termination of Services and Labor
Except as otherwise set forth in a Services Contract, upon 30 days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges except as set forth in the next sentence. Notwithstanding the foregoing, if any such Services or labor provided under an Order are terminated (a) by Xerox due to Customer's default or (b) by Customer and Customer acquires similar services from another supplier within 6 months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges as outlined in the NASPO ValuePoint Master Agreement.

EQUIPMENT MODULE

4. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE
In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

4.1. Term and Date of Installation
The term for each unit of Equipment shall be the term stated on the applicable Order, with the commencement date based upon the actual Date of Installation. If the Date of Installation for a unit of Equipment is prior to the applicable Order start date, Xerox will bill the Customer for such Equipment on a pro rata basis, based on a 30-day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

4.2. Delivery and Removal and Suitability of Customer Facilities
With the exception of Group C, and Sub-Groups C1 and C2, Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware, and for Equipment and Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

4.3. Reserved

4.4. Reserved

4.5. Use and Relocation
For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox

prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in the Software License Module of this Agreement.

4.6. Supplier Equipment Provided
In the event Xerox provides Supplier Equipment to Customer, the following terms shall apply unless otherwise specified in an Order:

a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Supplier Equipment in order to secure your performance under this Agreement. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to the Supplier Equipment.

b. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Supplier Equipment shall pass to Customer upon acceptance and/or for drop-shipped equipment upon delivery to the site where Xerox performs the Services and/or Maintenance Services and/or provides Products, as applicable. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.

c. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
    i. sell, charge, let or part with possession of the Supplier Equipment;
    ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
    iii. make any changes or additions to the Supplier Equipment.

d. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per 4.1 above). Except in the case of Non-appropriation of funds, If Equipment is terminated for any reason before the end of its minimum order term, the following termination charges shall apply: With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty- five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

4.7. Reserved

4.8. Reserved

4.9. Removal of Hazardous Waste
Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies.

EQUIPMENT PURCHASE MODULE

5. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE
In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

5.1. Order
Orders for an outright purchase of Purchased Equipment shall include the unique Xerox-provided contract number and the number of this Agreement on all applicable ordering documents.

5.2. Title and Risk of Loss
Title and risk of loss or damage to the Purchased Equipment will pass to Customer upon acceptance or if drop-shipped, upon delivery at the applicable Customer Facilities.

5.3. Default
If Customer defaults under a XOA for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due, plus all Transaction Taxes and applicable interest on all amounts due from the due date until paid. Customer shall also pay all reasonable costs, including

attorney's fees, incurred by Xerox to enforce this Agreement.

5.4. Maintenance Services for Purchased Equipment
If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Agreement for such Maintenance Services.

5.5. Agreement Provision Exclusions
The following Agreement provisions do not apply to Orders for an outright purchase of Purchased Equipment: Sections **2.1(b)(ii) - (iii)**; **2.4(b)-(j)**; **2.5(b)(i)**; **2.9**; and **4.6**.

MAINTENANCE SERVICES MODULE

6. TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES
In addition to the terms and conditions in the GENERAL Module, and except as otherwise set forth in an Order, the following terms and conditions apply to provision of Maintenance Services.

6.1. Maintenance Services
As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as "No Svc." This Module does not apply to maintenance of Third Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

6.2. Repairs and Parts

a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.

b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

6.3. Hours and Exclusions
Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

6.4. Installation Site and Meter Readings
In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (a) has been provided by Xerox or (b) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set forth in an Order, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Transmission, or if Remote Transmission is interrupted, Xerox may estimate them and bill Customer accordingly.

6.5. Remedy
Xerox will, for 5 years after the installation date of the initial unit or the initial term of the Order, whichever is longer, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If

replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party.

6.6. End of Service

Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request.

SOFTWARE LICENSE MODULE

7. TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the GENERAL Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

7.1. Third Party Software

Third Party Software is subject to license and support terms provided by the applicable Third Party Software vendor.

ATTACHMENT 8 – XEROX MPS STATEMENT OF WORK TEMPLATE

Description of Services

Executive Summary

This Statement of Work ("**SOW**") is made by and between Xerox Corporation ("**Xerox**"), located at [insert Address], and [Customer name] ("**Customer**" or "**Purchasing Entity**"), located at [insert Address], which shall collectively be known as the "**Parties**", pursuant to the terms and conditions of the NASPO ValuePoint Participating Addendum [PA Addendum #] and the NASPO Value Point Master Agreement [Master Agreement #] ("**Agreement**") between the Parties for the purpose of providing Managed Print Services.

In case of a conflict between the terms in this SOW and the Agreement, the terms of the Agreement shall control.

This SOW outlines the roles and responsibilities of the Parties and the Services to be provided by Xerox in the Output Environment at the Sites. Xerox shall design, create, install, and operate the Services solution in three (3) phases: Transition, Transformation, and Service Operations as further described herein. For the avoidance of doubt, if a Services is not called out in this SOW, it is considered out of scope to the SOW.

Key Dates

- The effective date of this SOW shall be the effective date of the Order to which this SOW is attached ("**Effective Date**").
- The Term of this SOW is the term of the Order to which this SOW is attached, including any extensions thereto as mutually agreed upon by the Parties.
- Upon the completion of Transition, Xerox will begin the provision of the Services during the **Service Operations** phase of this SOW.

In-Scope Devices

Device Type	In-Scope	SLAs Applicable
Xerox Equipment		
Third Party Hardware – owned		

Definitions

Terms defined in the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly defined herein.

Ad Hoc Request – A request by Customer for any services that are not a part of this SOW.

Additional Equipment – Equipment that is not listed in the Xerox proposed Site Plan, but which the Parties mutually agree to add to a Site Plan for an incremental charge.

Assessment – The activities undertaken by the Parties as set forth herein, to gather information and develop Site Plans.

Asset Tag Number – A unique bar-coded number for each Device that is to be managed pursuant to this SOW. This is in addition to the manufacturer assigned serial number.

Break Fix – The issue resolution, repair, or maintenance of all Devices (also known as "Maintenance Services" for Equipment).

Business Day / Hours – The hours during which Xerox shall perform the Services, which are Monday through Friday, 8:00 AM to 5:00 PM, local Site time, excluding Customer's holidays.

Capabilities – The functionalities available in a Multifunctional Printer ("MFP") (e.g. printing, scanning, copying, faxing, etc.).

Change Control Process – A systematic approach to managing all changes made to the Services and Devices supported under this SOW. All changes shall be made via a change control document (SOW amendment or an Order) agreed to by the Parties, prior to implementation of such changes.

Customer Caused Delay – Customer, or Customer's agents', failure to perform or facilitate completion of the Customer accountable Transition or Transformation activities outlined in this SOW, which result in elongating the Transition and / or

Transformation project schedule as documented in the Project Plan.

Customer Caused Failure – A Device and/or Service interruption that is caused by Customer, including, but not limited to: (i) moving a Device, (ii) Customer Software or other print and network infrastructure issues, including any printing issues related to applications not certified by Customer on Equipment, (iii) failure to install adequate virus protection, (iv) use or modification of a Device inconsistent with the original equipment manufacturer (OEM) documentation for such Device, (v) use of items not manufactured, sold or recommended by the OEM, (vi) unauthorized use of a Device (vii) misuse of Devices by Customer.

Customer's Service Desk – A help desk operated by or on behalf of Customer.

Customer Software – The software programs, in object code, and programming (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto) reasonably required or requested to be provided by Customer and used by Xerox under this SOW, including for example, SQL, workstation image, and anti-virus software on Customer servers running the Xerox Tools. Customer Software expressly excludes all software and Xerox Tools as defined in the Agreement.

Device – All In-Scope Equipment (and Third Party Hardware if In-Scope) which may include single function printers, MFPs, desktop scanners and fax machines.

End User – Customer's employees, personnel, vendors, subcontractors, or guests at Sites who are authorized to utilize the Devices.

Equipment – In-Scope Xerox-brand equipment (i.e. printers, copiers, MFP's, and their included accessories).

Fault – An interruption in the operation of a Device that is caused by either a Hard Device Failure or a Customer Caused Failure.

Hard Device Failure – A Device-related issue that requires a trained Xerox resource to restore the Device to operating status.

Impression - An image produced by any Device. Double-sided Impressions and Impressions larger than A4 8.5 x 14 inches may be counted as two (2) Impressions.

Impression Volume – The total number of Impressions produced within a specified timeframe, as reported by the Xerox Tools.

In-Scope – Devices, Sites, and End Users which have been agreed to be entitled to receive the Services provided by Xerox under this SOW.

MACD – (Move Add Change Dispose) – The movement, addition, change, or disposal of a Device in the Output Environment.

MFP – (Multifunction Printer) – A Device that includes various Capabilities, including, but not limited to copying, printing, faxing, and scanning.

Network-Attached Devices – Devices connected to Customer's electronic data network and that are accessible by the Xerox Tools, as defined in the Agreement, for purposes of gathering the data needed to provide the Services.

On-Site – That which takes place, or is situated, at a Site.

Output Environment –The printing, faxing, copying, and scanning activities generated from Devices and related Services in support thereof.

Project Plan – Xerox and Customer shall develop this operational document containing the specific activities and schedules to be conducted and followed in accordance with the terms of this SOW.

Services – The combination of software, technology, people, and processes provided to manage and support all Devices, Sites, and End Users as defined in this SOW. Such Services may be referred to as Managed Print Services (MPS) or Intelligent Workplace Services (IWS).

Service Incident – An individual occurrence or event that requires proactive (Xerox initiated) or reactive (Customer initiated) Break Fix, Supplies, MACD, or other Services.

Service Incident Management – The management of Service Incidents from the point of request to resolution including, tracking the status of Service Incidents, and reporting on Service performance levels as set forth in this SOW.

Service Level Agreement (or "SLA") – Performance standards and the associated metrics used to measure Xerox's achievement of Service performance levels.

Site – Customer or eligible affiliate location where Services are performed and/or Devices are installed as set forth in this

SOW.

Site Contact – A specific End User identified by Customer to be the designated point of contact at a Site for any support issues involving Devices, including the installation of Equipment, startup of Services, End User education, remote diagnostics support, and management of the Supplies at their Site(s).

Site Plan – The plan created by Xerox for Services and Devices for each respective Site, or discrete locations within a Site, (e.g. floors, departments, buildings, etc.). Individual Sites may contain one or more Site Plans.

Supplies – Collectively refers to Consumable Supplies, as defined in the Agreement, (and Third Party Supplies if In-Scope, as defined herein). Generally, Supplies includes toner and ink, and excludes paper and staples.

Third Party Hardware – Non-Xerox brand devices.

Third Party Supplies – The supplies provided for Third Party Hardware comparable to those Consumable Supplies provided for Equipment (see definition for Consumable Supplies in the Agreement for details). Toner and ink for Third Party Hardware may be OEM manufactured, non-OEM compatibles, remanufactured, or reprocessed.

Transformation – The implementation of the Equipment and Services at all Sites in accordance with the Site Plans.

Transition – The establishment of the Services within the Customer Output Environment, as outlined in this SOW.

Xerox Service Desk – A Xerox service center that acts as a single point of contact to receive inbound calls from Customer and receive proactive alerts from Network-Attached Devices

Transition

Transition Delay

Xerox shall not be liable for failure to meet the Project Plan or the SLAs where Xerox is unable to establish the Services, due to a Customer Caused Delay.

Customer Transition Responsibilities

As a condition precedent to Xerox's obligation to perform its responsibilities under this SOW, Customer shall provide the following: (a) materially accurate headcounts at each Site; (b) reasonable access during Business Hours to all Sites necessary from the Effective Date through the Term; (c) reasonable access to End Users during Business Hours; (d) establishment of the storage and On-Site personnel work space as detailed in the Service Operations section of this SOW. Customer shall be responsible for the transition of Third Party Hardware to Xerox.

Project Management

Both Xerox and Customer will provide a resource to be the main point of contact for coordination of appropriate resources throughout Transition and Transformation, or until an agreed upon time during Transformation.

The Parties will work to complete the Project Plan within the first four (4) weeks of the Effective Date as follows:

ID	Activity	Accountable
1.	The Parties shall each provision a Project Manager to deliver the Services	Xerox and Customer
2.	Provision of other resources to work with Xerox to ensure that the Services and processes shall be enabled during Transition and Transformation	Customer
3.	Develop Project Plan	Xerox and Customer
4.	Provide final Project Plan to Customer. This plan will detail the timeline, obligations of the Parties and activities for the intended roll out of Transformation for all Sites	Xerox
5.	Execute the Project Plan activities as defined	Xerox and Customer
6.	Conduct Transition and Transformation project review meetings Such meetings shall include: - Status on roll-out plan - Status on action and issues logged - Decisions that need to be made - Risks assessed - Communication plan and any other relevant subjects	Xerox and Customer

7.	Attend Transition and Transformation project review meetings	Xerox and Customer
8.	Provide escalation protocol detailing contact names and escalation flow	Xerox and Customer
9.	Construction and provision of End User communication. Xerox will advise Customer on best practices	Customer

Xerox Service Desk Workflow Implementation

Xerox Service Desk workflow implementation will be completed and tested to verify proper transfer of Service Incident information from Customer to Xerox. Validation will include the data to be captured, transferred, closed, and tracked for all Service Incidents and the process for Xerox to notify Customer of Service Incident closure and provide Service Incident Management access to the Customer.

ID	Activity	Accountable
1.	Document Xerox Service Desk process flows to be used	Xerox
2.	Provide access to resources and personnel required to complete workflow implementation	Customer
3.	The Parties shall develop test plans, with success criteria	Xerox and Customer
4.	The Parties shall validate results against test plans / success criteria	Xerox and Customer
5.	Provide toll free number for End Users	Xerox

Equipment Certification

All new Equipment models will be tested and certified in Customer's environment by Customer to ensure compatibility with the network, all software applications, print drivers and other environmental concerns. Xerox shall make available Xerox OEM print driver(s) and recommended Xerox OEM printer driver(s) configuration to Customer.

ID	Activity	Accountable
1.	Complete testing and certification of Equipment before any new models are installed as part of Transformation, and when a new model is proposed for the Output Environment	Customer
2.	Provide one (1) unit of Equipment, via a separate Order, of each type/model of Equipment for up to thirty (30) days, for certification purposes, whenever that Equipment is not currently available in the Output Environment	Xerox
3.	Complete the certification process within thirty (30) days from date of installation	Customer
4.	Validate all Equipment Capabilities for compliance with any Customer information technology and security policies as required by Customer	Customer
5.	Provide documentation to Xerox to identify configuration settings of Equipment made by Customer and/or any changes Xerox is required to make on newly installed Equipment	Customer

Xerox Tools

The appropriate Xerox Tools will be selected, installed, used, and managed solely by Xerox for the delivery of the Services. The installation of Xerox Tools shall require dedicated server(s) to be installed, functional, and attached to the Customer network infrastructure.

Xerox Tools are installed on the Customer's network to monitor networked compliant SNMP Devices automatically. Device information is collected and then uploaded and maintained in the Xerox hosted asset management database.

On-Site Xerox Tools Deployment: Installation and Configuration Requirements

ID	Activity	Accountable
1.	Provide required Xerox Tools software and hardware, server, database, network, and firewall specifications to Customer IT group	Xerox
2.	Procure, install, and configure server, database, network, and firewall to required specifications	Customer
3.	Assist in the implementation of the On-Site Xerox Tools by providing required network information such as the IP address ranges and/or subnets on which Devices reside, appropriate server access credentials, and other required data and settings	Customer
4.	Install and configure On-Site Xerox Tools to monitor and manage required Network-Attached Devices on the Customer's network	Xerox
5.	Provide Xerox with administrative rights to the server during the installation of the Xerox Tools and during maintenance	Customer
6.	Propose the settings for the On-Site Xerox Tools including but not limited to polling intervals and alerts	Xerox
7.	Facilitate review and agreement on the settings for the On-Site Xerox Tools including but not limited to polling intervals and alerts	Xerox
8.	Perform application data backup test	Customer
9.	Support application data backup test	Xerox

Xerox Tools Connectivity

All Network-Attached Devices must be accessible over the Customer network by the On-Site Xerox Tools. The On-Site Xerox Tools must be allowed to scan approved ranges of the Customer network periodically for SNMP-compliant Devices, otherwise additional charges may apply.

Connectivity – Xerox Tools (Hosted) Application(s)

Xerox shall host some Xerox Tools in a secure off-Site environment which communicate directly with the On-Site Xerox Tools deployed within the Customer's network, as per the Xerox Device Manager Certification Guide provided by Xerox. All Xerox Tools will be remotely accessible by Xerox personnel, per the Xerox Device Manager Certification Guide. Xerox and the Customer will agree upon the content and frequency of secure encrypted communications with the Xerox Tools at the hosted Xerox Site.

Xerox Tools Update(s)

Upon implementation of the Xerox Tools, Xerox will provide on-going maintenance and update(s) of the Xerox Tools, as necessary.

ID	Activity	Accountable
1.	Provide notification of On-Site Xerox Tools updates that must be performed	Xerox
2.	Schedule updates with Customer's team with reasonable notification of not less than thirty (30) days, unless otherwise required and agreed upon by the Parties	Xerox
3.	Updates that can be completed remotely, without Xerox On-Site assistance, shall be coordinated with Customer during the notification and planning of such updates	Xerox
4.	Provide access and enable Xerox to update the Xerox Tools as required	Customer
5.	Provide the most current available version of the Xerox Tools as required to perform the Services, as determined by Xerox, during the Term	Xerox
6.	Prior to any update of Xerox tools, ensure appropriate backup of data and application servers, or other supporting applications	Customer

Backup and Support for Xerox Tools Servers

ID	Activity	Accountable
1.	Provide advance notification to Xerox of all maintenance and upgrades to any Customer Software and third party software that may affect the proper operation of Xerox Tools	Customer
2.	Back up all Customer Software applications installed on the servers hosting the Xerox Tools and MS SQL on at least a monthly basis	Customer
3.	Back up all databases associated with Xerox Tools Conduct daily incremental and (weekly or monthly) full backups of all data tables and data associated with the Xerox Tools database installation on MS SQL Server. Verify that backups can be read and installed	Customer
4.	Hardware and system software maintenance of servers hosting Xerox Tools or Xerox Tools data on the Customer network	Customer
5.	Provide appropriate and sufficient virus protection for the servers hosting Xerox Tools or Xerox Tools data on the Customer network	Customer

To the extent that Customer utilizes a third party provider for the support and maintenance of its information technology infrastructure, including the servers hosting the Xerox Tools and MS SQL, or otherwise has access to such, the Customer agrees that it shall require all such third party providers to execute written obligations of confidentiality, in regards to Xerox's Confidential Information, including, but not limited to the Xerox Tools, which are no less restrictive than those set forth in the Agreement and this SOW.

Final Service Operations Preparation Activities

ID	Activity	Accountable
1.	Document the procedures and the Xerox and Customer accountabilities in support of the Service Operations section of this SOW	Xerox
2.	Provide standard report sample as identified in the Reporting section	Xerox
3.	Where applicable, manage the transfer of Services from the current contractors for Third Party Hardware maintenance and Third Party Supplies procurement to Xerox while not disrupting the Xerox Transition activities	Customer

Cultural Change Management

Cultural Change Management is a communication process that enables the Customer to inform and prepare their End Users for the introduction of new technology and processes related to the Services. A communication plan shall be mutually agreed upon by the Parties, developed and implemented by the Customer throughout Transition and Transformation.

ID	Activity	Accountable
1.	Provide generic communication samples and templates to support the change management efforts	Xerox
2.	Review, amend and/or develop content of all communications	Customer
3.	Determine communication methods, options and distribution timelines	Customer
4.	Develop communication plan and appropriate timeline	Customer
5.	Update electronic communication templates such as posters, labels, etc. with Customer provided logo's	Customer
6.	Provide input, develop content, review and approve proofs of the communication collaterals	Customer
7.	Produce and distribute electonic and/or hard-copy communications to End Users	Customer

Transformation

Transformation Delay

Xerox shall not be liable for failure to meet the Project Plan or the SLAs where Xerox is unable to deploy Equipment as outlined in the Site and Device Listing section, due to Customer Caused Delays.

Transformation Preparation

ID	Activity	Accountable
1.	Customer to provide print policy, which is the statement of Customer's requirements for basic default print parameters such as: black and white only, double sided by default	Customer
2.	Propose process to manage requests for 'interim Equipment' i.e. replacement Equipment requested by the Customer prior to any Transformation activity occurring at the requested Site. Interim Equipment may be implemented prior to the completion of Transformation at the requested Site to replace an existing device; the interim Equipment will not however be replaced as part of the Site Plan implementation. Interim Equipment will not be subject to SLA measurement and may require reactive Service Incidents	Xerox

Assessment

The Parties shall jointly complete a detailed Assessment, collecting the Device Data Elements as outlined in Exhibit A and described herein, and complete the placement of asset tags on all Devices. The Assessment will be completed per the agreed upon Project Plan.

ID	Activity	Accountable
1.	Conduct an Assessment for each Xerox Responsible Site, either remotely via the Xerox Tools, or physically at Site as determined by Xerox, to collect the required Device Data Elements	Xerox
2.	Conduct an Assessment for each Customer Responsible Site, to collect the required Device Data Elements	Customer
3.	Use the Device Data Elements from Assessments to create Site Plan recommendations	Xerox
4.	Import asset data and complete the linking of Devices with the Xerox Tools	Xerox
5.	Provide the asset tags to be used for the Assessments and asset tagging process	Xerox
6.	Enter all Device Data Elements into the appropriate Xerox Tools	Xerox
7.	Provide Site Contact name and phone number for each location. Personnel should be available to support Assessments as necessary	Customer
8.	Provide digital floor plan for each location in .jpg, .bmp, or .tif format. If digital floor plan is not available, a digitized version of evacuation map is acceptable. Customer will provide digital maps to Xerox no less than two (2) weeks prior to the Assessment and asset tagging activities described below	Customer

Xerox Responsible Assessment Site(s)

The Parties shall mutually agree to the Project Plan for Xerox Responsible Assessment Sites and the governance process for capturing the asset information. Xerox will schedule resources to complete the Assessment and asset tagging of

Devices for those Sites containing thirty (30) or more Devices ("**Xerox Responsible Assessment Sites**") as identified in Site Listing table.

ID	Activity	Accountable
1.	Schedule resources to visit Site (if required)	Xerox
2.	Conduct Assessments of Devices	Xerox
3.	Populate Assessment and Device Data Elements	Xerox
4.	Affix an asset tag to the front of each Device visible to End Users for easy access	Xerox

Customer Responsible Assessment Site(s)

The Parties shall mutually agree to the Project Plan for Customer Responsible Assessment Sites and the governance process for capturing the Device Data Elements. Customer is responsible for the tasks as defined below, for those Sites containing less than thirty (30) Devices ("**Customer Responsible Assessment Sites**") as identified in Site Listing table.

ID	Activity	Accountable
1.	Conduct Assessment of Devices	Customer
2.	Populate Assessment and Device Data Elements using the Xerox-provided web portal, or mutually agreed to process	Customer
3.	Affix an asset tag to the front of each Device visible to End Users for easy access	Customer

Xerox Tools Device Data Elements

The Parties shall jointly provide as many of the Device Data Elements outlined in Exhibit A, as is appropriate, for the purposes of maintaining the current asset database in the Xerox Tools. It is understood that some Device Data Elements may not be available and that those missing elements shall be accepted by both Parties. Customer is responsible for providing Xerox with relevant information during the Assessment of the Devices.

All required Device Data Elements must be correctly identified and populated in the Xerox Tools database before the Device can be put In-Scope and managed.

Transformation Design

Site Plan Design

Following the completion of Assessment, Xerox shall propose a Site Plan. The Site Plan recommendation shall include:

- Asset Disposition List

ID	Activity	Accountable
1.	Develop initial Site Plan recommendation by selecting the most appropriate Equipment configurations based on the Site and Device Listing Section in this Statement of Work, and/or any existing devices to be retained	Xerox
2.	Map existing Impression Volumes against Devices in the Site Plan	Xerox

Site Plan Review Process

The Parties shall utilize the following review and approval process for Site Plan recommendations

ID	Activity	Accountable
1.	Deliver initial Site Plans to Customer	Xerox
2.	Review initial Site Plan recommendations. Provide approval or submit any requested In-Scope exceptions within five (5) Business Days of receipt of the Site Plans from Xerox	Customer

ID	Activity	Accountable
3.	If In-Scope exceptions are requested, review financial, program, and resource impacts of the requested changes and provide updated recommendations within ten (10) Business Days of its receipt of such change requests	Xerox
4.	Provide approval on all change requests within five (5) Business Days of receipt of revised Site Plan	Customer
5.	Escalate to designated contact if any timeframe for decision has not been met	Xerox
6.	Site Plan is considered final upon the Parties approval and inclusion of all exception requests	Xerox and Customer

Transformation Scheduling

ID	Activity	Accountable
1.	The Parties shall coordinate the completion of the implementation on each Site by the respective Project Managers	Xerox and Customer
2.	The Parties shall complete the Project Plan for new Equipment delivery	Xerox and Customer
3.	Upon final target delivery date being agreed to by the Parties, any subsequent changes will be subject to the Change Control Process	Xerox and Customer
4.	The Parties shall complete a remote pre-implementation Site readiness review, including confirmation of planned deployment dates, resources, and Site escorts prior to scheduling Equipment delivery	Xerox and Customer
5.	Coordinate delivery and setup of the new Equipment according to the process for installation of Equipment	Xerox
6.	Coordinate appropriate Customer resource necessary for Equipment configuration, connectivity to the network, print queue setup, and print driver installation	Customer
7.	Coordinate any necessary support infrastructure changes deemed necessary including but not limited to network drop installation, phone drop installation or space changes including acquisition of furniture for desktop Equipment	Customer
8.	The Parties shall agree on the remote access method using secure software applications/tools for configuration and implementation of Equipment	Xerox and Customer

The Site will be considered Transformed (completed) when the configuration of Devices at the Site aligns to the mutually agreed upon Site Plan. If Customer requests Equipment to be added to a Site Plan after a Site has been Transformed, those Devices will be considered Additional Equipment, and handled using the “Add” process detailed in the MACD section of this document.

Delivery, Installation, and Removal

All delivery, installation, and related removal activities work will be performed during Business Hours. Any Services to be performed outside Business Hours will require a request by the Customer with sufficient advance notice for Xerox to comply with the delivery and installation of any Equipment, and additional device delivery appointment charges may apply as per the Exhibit B Fee Schedule. If an item assigned to and confirmed by Customer as complete is determined to be incomplete at time of Equipment installation, a Site revisit charge, as provided under Exhibit B Fee Schedule shall apply.

Removal of devices, by Xerox, shall be scheduled to be completed in conjunction with Equipment delivery. Removal of devices that requires additional trips to the Site shall be charged a Site revisit charge, as provided under Exhibit B Fee Schedule.

Xerox shall remotely configure some or all Equipment using secure software applications/tools (including but not limited to: LogMeIn, VPN Connection, or WebEx) and Internet-based network connectivity to the Customer’s data network and Sites. Xerox shall utilize said applications/tools during a remote session or sessions. Customer acknowledges and agrees to support Xerox in providing the IT and Site or Customer facilities contact information to facilitate and enable Xerox to perform such remote installation and configuration of Equipment.

ID	Activity	Accountable
1.	Deliver new Equipment to the Customer designated receiving areas, in accordance with the agreed deployment schedule and Site Plan	Xerox
2.	Validation / confirmation of Equipment deliveries	Customer
3.	Provide skilled On-Site resource to validate appropriate space, network, electrical and phone requirements	Customer
4.	Assist and enable Xerox to deliver Equipment to the designated receiving areas	Customer
5.	Provide Xerox with all Site-specific delivery restrictions and instructions in advance of the Equipment delivery date, such that the Project Schedule for the Site(s) is not delayed or negatively impacted	Customer
6.	Move Equipment from designated receiving areas to specific install locations per agreed to Site Plan	[Xerox or Customer]
7.	Remove out of scope customer owned and/or leased devices from the Output Environment	[Xerox or Customer]
8.	Provide Site access to Xerox for scheduled delivery and installation of Equipment	[Xerox or Customer]
9.	Install Equipment and configure to the baseline Equipment settings mutually agreed to and documented prior to installation. Connect to power supply, attach appropriate peripherals, load of initial paper (provided by Customer), perform initial testing of basic Equipment features (including duplex and finisher if applicable). Removal and disposal of associated packaging materials	[Xerox or Customer]
10.	Configuration of Network-Attached Equipment to the network, including providing all LAN connections, connection of the Devices to network and phone ports, assignment of IP addresses or Host names, and set up the print queues. This includes approving Xerox printer drivers and install drivers on the server	Customer
11.	Connect new Equipment to Xerox Tools	Xerox
12.	Distribute, load, and configure the print driver(s) to the appropriate workstations	Customer
13.	Application printing testing following Device set up is a 'Key User' responsibility. Should Key User experience any issue during testing, User should raise Service Incident for resolution	Customer
14.	Update and configuration of the print queues and test the printing of the Equipment	[Xerox or Customer]
15.	Authenticate with badge if applicable	Customer
16.	Tag existing devices identified for disposal	[Xerox or Customer]
17.	Move / Remove existing devices (Customer-owned or leased) Note: Customer may request Xerox removal of Customer-owned or leased devices for placement in a Customer-provided On-Site secure storage area. Such requests will be subject to additional charges, which will be quoted upon request	[Xerox or Customer]
18.	Customer shall have thirty (30) days from completion of Transformation to remove all existing devices tagged for disposal and provide validation to Xerox, so Xerox can update the Xerox Tools database. Once an existing device is disposed, said existing device cannot be re-used within the Output Environment without prior written agreement by Xerox, via the Change Control Process	Customer

End User Education

ID	Activity	Accountable
1.	Provide access to computer-based on-line End User education and technical documentation for Equipment including the use of the Capabilities of the Equipment including printing, copying, faxing, and scan-to-email (as appropriate) End User education will also include the installation of paper and Consumable Supplies and instructions for general issue resolution such as removing paper jams, print drivers; etc.	Xerox
2.	Communicate End User education availability to Site Contacts and/or End users to ensure they know where and how to access the Equipment specific End User education materials	Customer
3.	Request Xerox-led training (e.g. On-Site; Remote Facilitated; etc.) if desired via the Change Control Process at an additional charge	Customer

Service Operations

Governance and Performance

The Parties will meet on a regular basis to enable timely and accurate communication; allow for planning and alignment with Customer's objectives and requirements as set forth in this SOW; and provide timely resolution of issues. Meetings may include On-Site, web conferencing, and teleconference meetings.

ID	Activity	Accountable
1.	Provide a representative to lead and monitor the provision of the Services	Xerox
2.	Document meeting minutes and distribute to all attendees	Xerox
3.	Ensure appropriate personnel are available for meetings, including IT contact and Executive Sponsor	Customer

Operational Reviews

Xerox will schedule joint communication and status review meetings with the Customer's designated focal point as required. Xerox recommends a monthly operations review. Topics discussed may include:

- Open issues and progress toward resolution
- Proposed /impending changes
- Status of special projects
- Customer support requirements
- Customer management support
- Communication needs

Quarterly Business Reviews

A formal management meeting to discuss the Services and their relationship to the Customer's strategic business goals shall be conducted on a mutually agreed upon schedule. Xerox recommends a quarterly business review where applicable. Topics discussed may include:

- Review of applicable reports and trends for the quarter
- Review of overall Services
- Review of the progress of the resolution of previously discussed open issues
- Innovation proposals and opportunities
- Major business and technology changes affecting the Services

Management Structure

The Parties shall provide resources to comprise an Operations Team for the management of the Services as defined in this SOW. The team shall consist of various personnel focusing on specific functions of the Services. A detailed listing of the Xerox and Customer resource roles is provided in Exhibit C.

Service Level Management

See the Agreement for Service Level Agreements (SLAs).

Reporting

Xerox will monitor performance of the Devices and the effectiveness of the Services.

ID	Activity	Accountable
1.	Track, monitor and report on Device performance	Xerox
2.	Provide a consolidated, standard set of management reports (detailed below) measuring the performance and delivery of the Services. The reports will also include Impression Volume information	Xerox
3.	Additional and / or alternate reports may be requested by Customer. Additional reports may be quoted upon request, and additional charges as provided under Exhibit B Fee Schedule shall apply and shall be added to the Services via the Change Control Process	Customer

Standard Reports

ID	Report Name	Description	Frequency
1.	Service Performance Report	Service performance in relation to Service Level Agreement Target	[Monthly or Quarterly]
2.	Asset Status Report	Device asset properties	[Monthly or Quarterly]
3.	Service Incident Report	All Services-related aspects of incident management	[Monthly or Quarterly]
4.	Volume Detail Report	Detailed Impression Volume for Devices	[Monthly or Quarterly]

Xerox Service Desk Support

The Xerox Service Desk will handle requests, incidents, supplies ordering, MACD administrative support, and asset database management for all Services and Devices.

Xerox Service Desk

The Xerox Service Desk provides Service Incident Management. The Xerox Service Desk receives and processes both reactive Service Incidents initiated by the Customer and proactive Service Incidents that are initiated by network-connected Devices using Xerox Tools. If a Service Incident reported to the Xerox Service Desk is identified as an issue that the Customer is responsible for resolving, including without limitation, desk-side support, print queue/print server, or network connectivity, then the Xerox Service Desk shall send the Service Incident to the Customer's Service Desk for closure/resolution, along with any available problem identification information that was provided to Xerox.

Standard Xerox Service Desk Service Elements

ID	Service Elements	Accountable
1.	**Standard Operating Hours:** Business Hours	Xerox
2.	**Language(s) Provided**: English. Other languages may be available at additional cost	Xerox

ID	Service Elements	Accountable
3.	**Reactive Services:** Xerox will provide the following means for Customer to initiate Service Incidents: - Telephone call - Xerox Services Portal (XSP) or Fleet Management Portal (FMP) - Xerox Support Assistant (XSA)	Xerox
4.	**Proactive Services:** Xerox will proactively monitor the Network-Attached Devices for Supply and Break Fix alerts remotely, using Xerox Tools, which will auto-generate Service Incidents	Xerox

Proactive Service Incidents

Proactive alerts enable Xerox to provide proactive Break Fix Service delivery and Supplies monitoring and just-in-time delivery for Network-Attached Devices.

If Xerox Tools detect a Device condition that has exceeded an established threshold, then a Device remote alert shall be generated, and the Incident shall be reported to the Xerox Service Desk.

ID	Activity	Accountable
1.	Xerox Service Desk shall attempt to resolve the Service Incident using remote diagnostic tools without Customer intervention	Xerox
2.	If resolved, the Xerox Service Desk shall close the Service Incident as resolved	Xerox
3.	If not resolved, Xerox shall contact a pre-designated Site Contact or End User to perform remote diagnostics, when appropriate, for selected issues and Devices	Xerox
4.	The designated Site Contact or End User shall assist Xerox with reasonable remote diagnostic procedures to provide proper diagnosis and timely resolution	Customer
5.	If Xerox is unable to resolve with remote diagnostics, then Xerox shall dispatch a technician	Xerox

Reactive Service Incidents

As noted in the End User education section, End User education includes the installation of paper and Consumable Supplies as well as the instructions for the resolution of routine issues such as removing paper jams, print drivers; etc. When an End User encounters a problem that requires Xerox's assistance to resolve, they may create a reactive Service Incident via one of the means noted in the Standard Xerox Service Desk Service Elements section.

ID	Activity	Accountable
1.	Initiate a Service incident with Xerox and provide the required Service Incident information: (a) End User name, email, and contact number; (b) Site; (c) address, building and floor number; (e) type of Device or Service; (f) the Asset Tag Number; (g) brief problem description	Customer
2.	Work with End User to perform remote diagnostics, when appropriate for the reported problem(s) and Devices	Xerox
3.	The End User shall assist Xerox with reasonable remote diagnostics procedures to allow for proper diagnosis and timely resolution	Customer
4.	If Xerox is unable to resolve the problem with remote diagnostics, then Xerox shall dispatch a technician	Xerox

Break Fix Management

Xerox shall provide the management of Break Fix Service Incidents to the point of issue resolution including, but not limited to remote resolution, dispatching of a technician or vendor, tracking the status of Break Fix Service Incidents, and reporting on Service performance levels as set forth in this SOW. The Customer will provide access to each Site and Device. Remote monitoring of Network-Attached Devices enables Xerox to remotely resolve or proactively dispatch a Xerox resource for Break Fix Service Incident resolution. In the table below are conditions required for Xerox's effective delivery of the Services described in this SOW.

Third Party Hardware (if applicable)

For In-Scope Third Party Hardware, Xerox shall follow OEM guidelines on whether a component is End User replaceable or not. If Xerox determines that a unit of In-Scope Third Party Hardware is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, or the cost of repair exceeds the value of the Third Party Hardware, Xerox shall discontinue Break Fix Service. Customer may: (i) replace such In-Scope Third Party Hardware at its own expense with a Device that is then-supported by Xerox; or (ii) notify Xerox to delete such In-Scope Third Party Hardware from the Services set forth herein, via the Change Control Process.

ID	Activity	Accountable
1.	Perform maintenance on supported, Devices, including warranty and non-warranty parts and labor	Xerox
2.	Determine when and if a Device is to be repaired, replaced, or eliminated and communicate such change to Customer	Xerox
3.	Provide Break Fix Service Incident dispatching Services when required	Xerox
4.	Perform parts procurement	Xerox
5.	Perform OEM-required maintenance on Devices, except for (i) older model OEM Devices with limited or no parts availability; (ii) Devices where it is no longer economically viable to repair such Device; or (iii) warranty services on Devices leased from third parties	Xerox
6.	Responsible for the following: - provide a single point of contact (typically the Operations Executive with sign-off authority) to work with Xerox to authorize out of scope services - provide written Customer internal escalation procedures to be used by Xerox - provide reasonable accessibility to each Site - provide End User contact information and support for remote problem determination and resolution efforts - replacement of Device cartridge-based maintenance kits and components designated as End User replaceable by the OEM - clear any non-repetitive papers jams, and replenish paper - cleaning user interface surfaces - any printing issues and Faults not caused by a Hard Device Failure	Customer

On-Site Maintenance Services

On-Site Maintenance Services are incremental to the standard Break Fix Service for Devices.

The On-Site Maintenance Services shall:

- Understand common fault codes and correct them
- Diagnose and correct common image quality problems
- Perform color balancing and color printer calibration, when required
- Promote Break Fix Service Incident avoidance, including use of web-based applications that provide self-help, troubleshooting guidelines, and other technical resources for problem resolution
- Clean Devices and distribute Customer-inventoried Supplies to the On-Site Maintenance Services supported Sites described below
- For every On-Site Maintenance Services supported Site, receive Supplies from Customer, and distribute Supplies to respective End Users. Receiver is responsible and shall be responsible for any post-delivery delays that may

result in a Device running out of a given Supply
- For every On-Site Maintenance Services supported Site, properly dispose of used cartridges according to federal, state, and local regulations
- Be available to the Customer during Business Hours
- Support up to [enter #] Devices
- See Site Listing for Sites serviced under On-Site Maintenance Services

On-Site Technical Services

On-Site Technical Services are incremental to the standard Break Fix Service for Equipment.

The On-Site Technical Services shall:

- Be responsible for escalating specific machine issues to the Xerox Service Desk. Identify and resolve potential Equipment service problems
- Perform standard Break Fix service
- Perform service maintenance tasks including high frequency service items, when applicable
- Understand machine fault codes and correct them
- Diagnose and correct common image quality problems
- Replace major components in the print engine, fusing subsystem, and paper handling areas of the print engine.
- Perform color calibration as required
- Promote Break Fix Service Incident avoidance, including use of web-based tools that provide self-help, how-to information, troubleshooting guidelines, and other technical resources to resolve problems locally. This requires the On-Site Technical Services to have access to the Internet at the Site
- Maintain the On-Site inventory of parts. Customer is responsible for providing a secure location for parts to prevent theft or unwarranted usage of such
- Be available to the Customer during Business Hours
- Support up to [enter #] units of Equipment
- See Site Listing for Sites serviced by the On-Site Technical Services

On-Site Activities and Storage Areas

Xerox and the Customer will mutually agree on the provision of locked storage areas, where required, to maintain an agreed to supply of backup Devices, and parts, needed to provide Services to End Users per the requirements of this SOW. Stored Devices are also tracked in the Xerox asset database. Devices removed from secure storage by Customer staff must be coordinated with Xerox operations to assure proper asset tracking. Local Customer personnel access to secured storage must be limited. Xerox is not responsible for loss of items that are not solely controlled by Xerox. Customer will provide:

- Suitable working space with Customer network access and lockable closet storage for Devices, spare parts and Supplies as determined by Xerox
- Additional cubicle space in a Customer's Site for Xerox use, if required

Environmental Health and Safety

Xerox maintains policies against operating Third Party Hardware that Xerox employees are not properly trained on.

Any safety related job procedures, hazardous materials information, and evacuation procedures must be provided to the Xerox resource. Xerox shall not take responsibility for any unauthorized, untrained Customer resource to operate Equipment. Unless mutually agreed upon by the Parties, Xerox resources are restricted to lifting materials of fifty (50) lbs. or less.

Supplies Management

Supplies for Network-Attached Devices, including OEM's or Xerox approved compatibles, will be shipped to the address specified by Customer. Xerox is responsible for determining which type of Supplies shall be provided, in what quantity, when the Supplies shipment is sent, which Supplies are consolidated for shipment, and the method of shipment (standard is ground shipping) in order to maintain the desired level of service. This includes Supplies return processing. This service is also known as Automated Supplies Replenishment (ASR).

When Devices that are NOT Network-Attached are agreed to be In-Scope under this SOW, Supplies will need to be manually ordered by Customer per the reactive ordering process provided by Xerox.

The Customer is responsible to receive, distribute, and install the Supplies including cartridge-based maintenance kits.

- Equipment Uptime SLA commitments are dependent on the Customer's ability to perform this effort
- Devices qualifying for this service must be connected to the network, communicating and compatible with the Xerox Tools for Supplies monitoring

If Customer requires OEM Third Party Supplies other than OEM compatible, Customer shall be billed for such OEM Third Party Supplies. Xerox is not liable for constrained or discontinued Third Party Supplies.

In order to maximize Supplies utilization, Customer agrees that all Supplies shall be run to their cease function point before being replaced.

ID	Activity	Accountable
1.	Automated delivery of Supplies based on remote historical data (Supplies consumption data, Impression Volume/usage, and monitoring data) for metered, Network-Connected and Devices communicating with the Xerox Tools	Xerox
2.	Provide a reactive Supplies ordering process for any Devices that are not Network-Attached (if applicable) or Network-Attached Devices that are not capable of reporting on Supplies conditions, or for Devices at Sites that have not yet been Transformed	Xerox
3.	Customer's authorized End Users may order Supplies as per the documented reactive Supplies ordering process	Customer
4.	Receive and fulfill Customer requests for Supplies	Xerox
5.	Ship Supplies to each Site using common carriers with labels to identify key contacts and/or associated Device	Xerox
6.	Receive Supplies at the Sites	Customer
7.	Distribute Supplies to respective End Users and shall be responsible for any post-delivery delays that may result in a Device running out of a given Supply	Customer
8.	Install Supplies in Devices	Customer
9.	Properly dispose of used cartridges according to federal, state, and local regulations	Customer
10.	Collect and redeploy unused Supplies as Device populations change	Xerox

Customer may return designated used Supplies using the process described at the URL below. Supplies returns require the Customer to go to Xerox.com.

The Xerox Supplies return process is fully described at:
http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGlang=en_US&referer=xrx

Note: The above methods of return or website listed above are subject to change during the Term.

Supplies are Xerox property until used by the Customer, and Customer shall use them only with Devices. Upon request, Customer shall provide a list of Supplies in its possession. Xerox reserves the right to audit consumption of Supplies at a Site if Xerox detects anomalous usage of Supplies. Customer shall assist Xerox in Supplies yield investigations and the determination of the cause of the anomalous usage.

Upon expiration or termination of the Services, Customer shall, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.

Customer shall be responsible for storing Supplies safely and securely at each Site to prevent unauthorized use or loss of Supplies, including providing Xerox with a list of End Users at each Site that are responsible for managing Supplies. Xerox reserves the right to inspect each Supplies storage location to validate security of the storage location.

Move, Add, Change, and Dispose (MACD)

The business processes used to manage Devices are the Move, Add, Change, and Dispose (MACD) processes. Accurate and timely compliance with MACD processes are critical to the success and function of the Services. Customer shall promptly communicate to Xerox all activities associated with the MACD processes (explained below) for any Device with an Asset Tag Number. MACD activity may require approval by the Parties via the Change Control Process. Xerox will be the

central point and source of record for all activities associated with the MACD processes of all Devices supported in this SOW.

Move

Device moves are considered Ad Hoc Requests. Additional charges as provided under Exhibit B Fee Schedule shall apply.

ID	Activity	Accountable
1.	Evaluate all requested move activity against Device utilization objectives and make appropriate recommendations to meet End User needs	Xerox
2.	Provide a quote for requested Device moves. Approved moves will be charged to the Customer. Scheduling for move will be agreed upon by both Parties	Xerox
3.	Advise Xerox of all planned moves of Devices, regardless of whether Xerox performs the move or not. The Customer must provide the new Site location and other requested information to ensure that the asset database remains current	Customer
4.	Establish network connectivity and provide IT support for moved Devices	Customer
5.	Provide live power outlets, network data jacks and network patch cables of sufficient length to connect each Device to the designated network jack	Customer

Add (Device)

The Xerox Service Desk receives and facilitates requests for new Device adds.

ID	Activity	Accountable
1.	Periodically evaluate the needs of End Users over the Term and where appropriate provide incremental Device recommendations based on the End User needs	Xerox
2.	Review recommendations and if in agreement, request said incremental Devices via the Change Control Process. Note – Device adds via the Change Control Process may result in additional charges	Customer
3.	Establish network connectivity and provide IT support for the installation of newly added Devices	Customer
4.	Deliver and Install added Device(s) in fulfillment via the Change Control Process	Xerox
5.	Newly added Devices covered by this Service must be functionally connected to a network and must be accessible by the Customer's server running Xerox Tools on that network	Customer

If Customer requests Additional Equipment to be added post-Transformation to meet changing business needs, a Site Plan approval process shall be developed to determine whether the Equipment request can be added within the scope of the Services. Additional Equipment will be added via the Change Control Process.

Add (Proposed Site)

To add a proposed site, Customer shall submit the following information, to Xerox, for each proposed site:

- geographic location
- number of End Users at the new site
- Device requirements (applications, special printing, etc.)
- general site contact information
- list of devices currently at the site
- digital floor map(s)

ID	Activity	Accountable
1.	Coordinate an Assessment, conducted by Xerox and/or Customer of the proposed site and request further information from Customer, if necessary	Xerox
2.	Provide a complete Assessment, including Impression Volumes generated by the devices at each proposed site	[Xerox or Customer]
3.	Conduct a site analysis and create a financial model for each proposed site	Xerox

ID	Activity	Accountable
4.	Issue recommendations to add proposed site under this SOW, with a financial proposal based on the information gathered during the Assessment, including device refresh and implementation timeline	Xerox

If the Parties agree that the financial model supports the adding of the proposed site, the proposed site will be brought into the scope of the SOW via the Change Control Process.

Change

A change request may involve a variety of resulting activities and additional charges depending on whether the change request affects the Device configurations, or internal operations of the Output Environment, including, for example adding a finishing module, additional trays, hard drives, or changes requested due to changing Customer Equipment settings and security requirements.

Additionally, changes may occur in the information associated with a Device, for example, contact names and addresses. This information is tracked in the Xerox Tools asset database.

ID	Activity	Accountable
1.	Request physical Device change or change to asset-related information	Customer
2.	Receive and facilitate Device physical change requests. Such change requests, will be agreed upon and approved according to the Change Control Process provided under this SOW. If a change request is for asset-related information, update the Xerox Tools asset database accordingly	Xerox
3.	Receive and facilitate Customer request for asset-related information requiring update to the Xerox Tools asset database accordingly	Xerox
4.	Perform remote configuration and security settings changes to Equipment as requested by Customer. Additional charges shall apply as per Exhibit B Fee Schedule	Xerox

Dispose

Xerox is responsible for disposal of all Xerox-owned Devices during the Term. For all other Devices, Customer shall advise Xerox of any planned disposals in advance, to ensure that the Xerox Tools asset database is kept up to date. The Parties shall coordinate the disposal of Devices according to the Transformation schedule or the installation of Devices. Disposal of non-Xerox owned Devices shall be the sole expense and responsibility of Customer.

ID	Activity	Accountable
1.	Disposal of all Xerox-owned devices	Xerox
2.	Fulfill remaining obligations associated with any removed / disposed existing Xerox-owned devices according to the terms and conditions of the agreement between Xerox and Customer under which the existing Xerox-owned devices were acquired by Customer	Customer
3.	Responsible for disposal and removal of Customer-owned devices and of third party legacy devices including pick-up, storage, recycling, insurance, etc.	Customer
4.	Upon final removal of the devices, provide a list of devices that have been disposed (with serial numbers) to the Xerox operations team	Customer
5.	Update the asset management database throughout the disposal process, tracking devices that are in storage for disposal and those that have been disposed (if required)	Xerox
6.	Tag devices designated for disposal based on the MACD process set forth herein	Xerox

All devices labeled for removal by Xerox per the process must be removed and cannot be re-used within the Output Environment without prior written agreement by Xerox.

Equipment Security

ID	Activity	Accountable
1.	Solely responsible for assessing the security risk for Customer's Output Environment, defining appropriate requirements that may include changes to the default settings of the Equipment or Customer's standard operating processes	Customer
2.	Reviewing and validating the level of security required for Equipment	Customer
3.	Provide to Customer technical documentation for all Equipment to be used in the Customer Output Environment including: (a) security functions; (b) security target and certification report for all common criteria-certified Equipment; and (c) Equipment configuration as the baseline for security requirements	Xerox

Xerox provides guidance and recommendations at http://www.xerox.com/security to facilitate this process.

Additional Security Requirements

During the life of this SOW, Customer may request additional security features or functionalities; which may be fulfilled through

- Implementation of an application to provide new functionality such as 'follow-you' printing
- Any such requests may be made according to the Change Control Process and would incur additional charges.

Virus Protection

Customer is responsible for all virus protection in the Customer Output Environment. In the event that Customer detects a virus on any device in the Output Environment, then Customer will immediately notify the Xerox Service Operations team.

Data Security

Prior to or during the installation of Equipment, Xerox shall configure Equipment to enable data security as outlined below.

ID	Activity	Accountable
1.	Provide Equipment data security options per model family to Customer	Xerox
2.	Review and designate the data security options to be configured on Equipment	Customer
3.	Configure Equipment data security options as designated by Customer	Xerox

Data Security - Hard Drive Removal

Prior to removal from the Customer's Output Environment, Xerox may, for an additional fee, remove the hard drive from Equipment and provide to Customer for erasure or destruction. Customer will not be charged for hard drive removal during a Break-Fix event. Customer is responsible for the proper disposal of the removed hard drive once delivered to Customer.

Equipment Base Software Updates

Periodically, Xerox will make Base Software updates available for Equipment. These updates may provide Customer with new feature enhancements or patches for known security vulnerabilities of installed Equipment.

ID	Activity	Accountable
1.	Install Base Software updates as defined in the attached Xerox® Print Security Audit Services Schedule	Xerox

Accessing Xerox Service Features

Xerox Services Portal

The Xerox Services Portal (XSP) is intended for general End User population use, with certain functions reserved for specified Customer's authorized End Users ("XSP Authorized End Users"). This portal is created from a standard template and enables the following functionality:

- For all End Users: Impression Volume (meter read) submission for non- Network-Attached Devices; and access to information on Xerox Equipment (virtual demos and End User education). This help feature for End Users

provides deep links to Xerox.com Equipment information and support for Equipment in the Output Environment.
- For Customer's XSP Authorized End Users: Ticketing creation and tracking for Break Fix Service Incidents and Supplies Service Incidents ordering for special situations or for non- Network-Attached Devices.
- Some field customization is available including utilizing Customer Logo and posting of End User documentation: End User documentation can include FAQs, printing tips, and instructions.
- Survey / voice of the Customer feedback: This enables the use of a simple five (5) question survey, designed for use by End Users to collect End User feedback.
- Available in US English and Canadian French

ID	Activity	Accountable
1.	Both Parties agree on the functionality to be enabled for the Xerox Service Portal	Xerox and Customer
2.	Remotely install and configure the Xerox Service Portal	Xerox
3.	Identify the Customer's XSP Authorized End Users	Customer
4.	Enable the Customer's XSP Authorized End Users to create and status Service Incidents	Xerox
5.	Provide XSP Authorized End User education on how to utilize the enabled functions to create and status Service Incidents.	Xerox
6.	Update and maintain XSP Authorized End Users during Service Operations	Xerox and Customer

General Assumptions for the Xerox Services Portal:

The Xerox Services Portal is implemented to display End User documentation and Equipment information commonly to all End Users. Xerox shall provide a quote to Customer, if Customer requests two (2) or more End User groups that would require different information to be displayed. Approved requests will be outlined via the Change Control Process and may incur an additional charge.

The Xerox Services Portal utilizes the Customer's existing print queues if the install and find Device feature is needed. End Users may be categorized in the following XSP groups: Customer (End Users) or privileged Customer (XSP Authorized End Users). No other custom groups are available.

Advanced Features for the Xerox Service Portal:

The find / install Devices feature enables End Users to find Devices and install their print drivers on their systems from the portal web page.

In order for Find/install Devices to work, the Customer must be using print queues. This functionality relies on accurate print queue information. The Customer must provide a listing of each Device's print queue. It is important that MACD processes are followed closely to make sure that Device floor maps and queue data are accurate.

While physical Device floor maps are not an absolute requirement, if provided, they enable End Users to see the Device's physical location on a map. If direct IP printing is used rather than print queues, a quote shall be provided to the Customer for additional setup costs.

Fleet Management Portal (FMP)

The Fleet Management Portal (FMP) is a convenient and simple to use method to access certain Xerox Services intended for Customer's authorized End Users ("FMP Authorized End Users") (i.e. IT managers, Service Desk personnel, etc.). Xerox shall establish a web portal for Customer's FMP Authorized End Users to provide access to the following features:

- Device Information
- Impression Volume (meter read) submission
- Break Fix Service Incident creation and tracking
- Supplies Service Incident creation and tracking

General Assumptions for Fleet Management Portal (FMP):

The Fleet Management Portal (FMP) is implemented to display information to Customer's FMP Authorized End Users. Language implementation is English. The default color theme is Xerox Gray.

ID	Activity	Accountable
1.	Both Parties agree on the functionality to be enabled for the Fleet Management Portal (FMP)	Xerox and Customer
2.	Remotely install and configure the Fleet Management Portal (FMP)	Xerox
3.	Identify the Customer's FMP Authorized End Users	Customer
4.	Enable access for Customer's FMP Authorized End Users	Xerox
5.	Conduct a fundamental "Train-the-Trainer" session for Customer's FMP Authorized End Users on how to utilize the enabled functions	Xerox
6.	Update and maintain FMP Authorized End Users during Service Operations	Xerox and Customer

Xerox Support Assistant (XSA)

Xerox Support Assistant (XSA) provides timely information to all End Users without the need to contact the Xerox Services Help Desk. All End Users may view Service Incident status messages on the local user interface (UI) of the Equipment configured to use XSA.

The following are requirements to enable XSA to be configured on Equipment:

- Equipment must be In-Scope and registered in the Xerox Tools.
- Equipment MFPs or printers must support the Xerox Extensible Interface Platform® (EIP) version 2.5 or higher.
- The Xerox Extensible Interface Platform® must be enabled to allow the Xerox Support Assistant to be installed on the Equipment.
- The Equipment configuration and SNMP Web Services must be enabled.
- If the Equipment is on a network that uses a proxy to access the internet, the proxy also needs to be configured .

ID	Activity	Accountable
10.	Define the authorization level for creating Break Fix and Supplies Service Incidents and/or submitting Impression Volumes (meter reads): [All End Users **or** XSA Authorized End Users] Note: "XSA Authorized End Users" are End Users with Equipment system admin rights	Customer
11.	Designate the serial numbers / portion of the Equipment fleet to implement Xerox Support Assistant	Customer
12.	Remotely configure the XSA • SNMP String for each unit of Equipment • Configure "Create Service Incidents" • Configure "Create Supply Incidents" • Configure "Submit Impression Volumes" (meter reads) Note: See Section 4.6 for remote access requirements.	Xerox
13.	Create and submit Break Fix and Supply Incidents as needed	Customer
14.	Submit Impression Volume (meter reads) when requested by Xerox	Customer
15.	Update and maintain XSA Authorized End Users during Service Operations	Xerox and Customer

Accessing Xerox Advanced Analytics

Advanced Analytics provides a variety of metrics, which may include, but are not limited to, Device, Services, sustainability, and End User job data. Analytics are displayed in the form of standardized charts, graphs, and geographic maps.

The Advanced Analytics are a derivative work of the Xerox Tools that allow Customer to independently obtain desired Services. Notwithstanding anything in the Agreement, Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to use the Advanced Analytics solely to display, in the form of charts, graphs, maps and

other visual representations, data collected by the Xerox Tools regarding the behavior, use, operation or performance of one or more Devices identified in the Site and Device Listing section.

Advanced Analytics provides specified Customer's authorized End Users ("Analytics Authorized Users") with convenient and easy-to-use access to various analytics and operational dashboards. Xerox shall, with Customer's approval, establish Analytics Authorized User credentials. Only these users shall be allowed access to the Advanced Analytics.

Advanced Analytics displays operational data that is collected by other Xerox Tools and, optionally, from other third-party print management applications. The operational data may not align with SLA performance reports, Impression Volumes and invoices provided to Customer.

ID	Activity	Accountable
1.	Identify the Customer's Analytics Authorized Users	Customer
2.	Enable the Customer's Analytics Authorized Users' access	Xerox
3.	Provide access to Advanced Analytics materials for Analytics Authorized Users on how to access the dashboard (FAQs, Definitions, etc.)	Xerox
4.	Update and maintain Analytics Authorized Users during Service Operations	Xerox and Customer

Terms of Use

Access to Advanced Analytics is via single sign-on with designated Analytics Authorized User's name and password, which is enabled by Xerox via an active directory guesting and authorization process. Xerox will request user names and e-mail addresses from Customer for each approved Analytics Authorized User.

Customer shall: (a) advise Xerox, as soon as reasonably practicable, of any known or reasonably suspected unauthorized use of any account on Advanced Analytics or any other known or reasonably suspected breach of security; (b) advise Xerox as soon as reasonably practicable of any Analytics Authorized User account that should be disabled due to changes in role or employment status; and (c) use commercially reasonable efforts to ensure that Customer's use of Advanced Analytics shall at all times comply with all applicable laws.

The Advanced Analytics shall not be subject to the Service Level Agreements of this SOW. Incidents submitted requesting Advanced Analytics support will be logged and addressed on a commercially best effort basis.

General Assumptions for the Advanced Analytics:

Any page or impression volumes displayed in Advanced Analytics are operational volumes and not Impression Volumes for invoicing purposes. Any service history metrics displayed in the Advanced Analytics are operational summaries and are not authoritative for contractual Service Level Agreements.

The Advanced Analytics is implemented to display information commonly to all Analytics Authorized Users in English. Access to the security analytics and user analytics data shall only be available if the Customer has the optional prerequisite applications installed and connected to Advanced Analytics.

System Requirements for the Advanced Analytics:

Use of the Advanced Analytics will require that Analytics Authorized Users have an internet browser and computer system that meets the minimum requirements for Microsoft PowerBI, as published by Microsoft Corporation.

Site and Device Listing

Site Listing

The Services are provided at the following agreed-upon Sites:

Table 6-1: Site Listing

Site Physical Address	Xerox or Customer Responsible Assessment Site	On-Site Maintenance Services (Yes /No)	On-Site Technical Services (Yes / No)
Ex: 245 Park Ave, NY, NY 10019	[Xerox or Customer]	[Yes or No]	[Yes or No]

Devices

The Services are provided for Networked-Attached Devices at the Sites. The Networked-Attached Devices must be accessible over the network by the Xerox Tools. Xerox shall provide reactive Services only to non Network-Attached Devices at the Sites, if applicable.

Device populations may change over time as Devices are added and removed from the Output Environment. The Device listing at the beginning of Service Operations phase and at any given time thereafter shall consist of Devices registered in the Xerox Tools asset database as In-Scope and is available to Customer upon request.

Equipment Deployment Schedule (Quantity)

The forecasted schedule for Equipment deployment is provided below. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the addition of Sites.

Table 6-2: New Equipment Deployment Schedule by Quantity by Month

Equipment Type		Month							
Type (Floor Console MFP, Desktop MFP, or Printer)	Equipment Models	1	2	3	4	5	6	7	8

Table 6-3: Retained Equipment by Quantity

Equipment Type (Floor Console MFP, Desktop MFP, or Printer)	Model	Serial #

In-Scope Third Party Hardware

Table 6-4: Retained Third Party Hardware Listing (Customer Owned)

Manufacturer	Model	Quantity

Table 6-5: Services and Third Party Supplies Pricing for In-Scope Third Party Hardware

Services Covered	Charges
Impression Charges for Third Party Supplies, Parts, and Service Labor	
Impression Charges for Third Party Supplies, Parts, and Service Labor	
Monthly Charges for Remote Device Monitoring and Account Management	

EXHIBIT A: DEVICE DATA ELEMENTS

Table A-1: Xerox Tools Device Data Elements*

*Required items are in bold text in the Table below. Optional items are in italic text.

Xerox Tools Device Data Elements	Data Source (Xerox, Customer, or both)
Asset Number	Both
Serial Number	Both
IP Address	Xerox
MAC Address	Xerox
Manufacturer	Xerox
Model	Xerox
Networked *(Yes / No)*	Xerox
Street Address	Both
City	Both
State / Province	Both
Zip / Postal Code	Both
Building	Both
Floor	Both
Primary Customer Contact Name	Customer
Primary Customer Contact E-Mail	Customer
Primary Customer Contact Phone Number	Customer
Supply Order Contact Name	Customer
Supply Order Contact E-Mail	Customer
Supply Order Contact Phone Number	Customer
Site Contact (IT / Service Desk) Name	Customer
Site Contact (IT / Service Desk) E-Mail	Customer
Site Contact (IT / Service Desk) Phone Number	Customer
*Location Identifier (Room/Column[Mailstop]) *As Applicable*	Customer
*Customer Asset Number * As Applicable*	Customer
*Print Queue Name/Host Name * As Applicable*	Customer
*Department * As Applicable*	Customer
*Organization * As applicable*	Customer
*Mono Meter Read *Non-Network-Attached Devices*	Customer
*Color Meter Read *Non-Network-Attached Devices*	Customer

EXHIBIT B: FEE SCHEDULE

Table B-1 – Ad Hoc Fee

The following activities, but not limited to, are chargeable events and are not included in the Services outlined in this SOW. Upon request by Customer, the fees for these activities shall be quoted based on the then Xerox current rates, as outlined in the NASPO ValuePoint Master Agreement.

Ad Hoc Fee	
Ad Hoc Request	**Notes**
Device Moves	Conducted during Business Hours.
Equipment Hard Drive Removal and Return to Customer	To remove the hard drive and provide the hard drive from Equipment at the end of the Term.
After Hours Support (In-Scope Third Party Hardware) ** subject to availability	Outside of Business Hours, two (2) hour minimum billing; Does not include Out-of-Scope devices
After Hours Support (Single Function Printers) * subject to availability	Available upon Customer request on a per event basis; Does not include Out-of-Scope devices
After Hours Support (MFP Xerox Devices) * subject to availability	Available upon Customer request on a per event basis; Does not include Out-of-Scope devices
Xerox Device Delivery Appointments	For Customer requests for specific days and/or hours that differ from the Xerox carrier's standard delivery days and times; or Customer requests for specific delivery times.
Xerox Device Configuration Changes during Service Operations phase	Working in conjunction with Customer's IT personnel, provides remote support in configuring the Devices on the Customer's network and enabling the required features. (2) Two Hour Minimum conducted Monday thru Friday 8:00 to 17:00 Local time excluding holidays, Xerox Devices only.
Additional or Alternate Reports	Services provided Monday thru Friday 8:00 to 17:00 Local Time, based on mutually agreed to scope of report(s)
Site Revisit Fee	Fee charged per trip-based upon the scope of activities to be completed
MACD Failure Charges	For any unauthorized MACD changes, Customer shall be charged for an authorized Xerox technician to locate such Device.

EXHIBIT C: RESOURCES

Table C-1: Customer Resources

Customer Resource Role	Scope of Responsibilities	Time Commitment	When Required
Executive Sponsor	Executive decision maker and influencer with accountability and responsibility for the overall financial and operations aspects of the Services engagement	Approximately two (2) hours/quarter to handle escalations, make executive-level decisions, and participate in monthly review meetings	Effective Date
Operations Executive	Overall executive-level responsibility and accountability for the Transition, Transformation, and Service Operations phases. Responsibility and accountability for the Services contract management, financial management, scope management, cultural change management, and communications. Escalation point for the Services Project Manager. Key Customer representative and decision-maker for the Services program	As required to meet Scope of Responsibilities	Effective Date
Project Manager	Overall operational responsibility, accountability, and decision-making authority for scope, budget, and schedule of the Services project. Authority to engage and compel participation of Customer resources required to develop, commit to, and enable achievement of the Project Plan	Depends on the scope, complexity, and schedule of the engagement	Effective Date
Contract Manager	Overall responsibility for negotiating and governing the contractual relationship with Xerox	As required to enable achievement of the Project Schedule and during the Service Operations phase	Effective Date
Site Contacts	Accept delivery of Xerox Devices and accessories. Facilitate installation of Xerox Devices and startup of Xerox Services. Facilitate End User training and manage Xerox Supplies for their Site(s). Assists Xerox with remote troubleshooting and diagnostics	Depends on the scope and schedule of deployment at the Site	Effective Date
Site Plan Contact	Facilitate Assessments. Represent the Voice of the Business (VOB) to describe the business environment and how the Services are used. Review and approve Site Plan proposals as described herein	Depends on the scope and schedule of deployment at the Site	Identified within 30 days of Effective Date
Primary Customer Contact	Key Users for Xerox Break Fix service for Devices. Participate in training on the use and support of Devices; train other End Users post-Transformation. Perform	Depends on how many Devices they support	Identified prior to beginning services and support of a Device

Customer Resource Role	Scope of Responsibilities	Time Commitment	When Required
	routine maintenance on Devices (e.g., cleaning the glass platen, removing paper jams, installing Supplies, installing cartridge-based maintenance kits, etc.). Order Supplies. Complete and submit MACD requests. Contact the Customer's Services Help Desk with Device trouble reports. Assist Xerox with remote Device installations and diagnostics. Facilitate/escort Xerox technical services personnel performing Device Break Fix actions. Provide required information during Assessments. Complete and submit customer satisfaction surveys. Perform Device hard disk On-Demand Image Overwrite as required by Customer		
Customer's Services Help Desk Manager	Overall responsibility and accountability for Customer's Services Help Desk; has decision-making authority. Integrates Customer's Services Help Desk processes and systems with Xerox Service Desk processes and systems (if applicable). Manages day-to-day operations of Customer's Services Help Desk and relationship with Xerox Service Desk	As required to meet the requirements of the SOW	Effective Date
IT/Service Desk Site Contact	Customer's IT Service Desk resource or the resource for the Xerox Service Desk will engage for IT/network related issues and support	Varies depending on the number of supported Devices	Identified prior to beginning services and support of Devices at a Site
IT Subject Matter Experts and Operations Personnel	Provides Xerox with IP addresses and technical data required to connect the Devices to Customer's data network. Provide properly configured network connectivity for Devices. Incorporate Xerox into the Customer IT technical change management process	As required to enable achievement of the Project Schedule and to provide support during the Service Operations phase	Effective Date
Facility Management and Operations Personnel	Provide required electrical power and outlets, network connectivity (wired or wireless), dock space, elevator time, furniture/tables/stands, Consumables Supplies storage areas, adequate working space around the Devices, and required office space for Xerox personnel	As required to enable achievement of the Project Schedule and to provide support during the Service Operations phase	Identified within 30 days of Effective Date
Communication and Change Management Leader	Develop and implement a Cultural Change Management and communication plan to facilitate the introduction of Services to the End Users. Has decision-making authority over employee communications	As required to enable achievement of the Project Schedule	Effective Date
Information Security Personnel	Provide Xerox with information security policies and procedures relevant to delivery of Services	As required to enable achievement of the Project Schedule	Effective Date

Table C-2: Xerox Resources

Xerox Resource Role	Scope of Responsibilities	Time Commitment	When Required
Transition Executive	Executive-level responsibility and accountability for the Transition and Transformation phases. First executive-level point of escalation for issues, concerns, and decisions during Transition and Transformation. Peer to Customer Operations Executive	As required to meet the Project Plan	Effective Date
Transition / Project Manager	During Transition and Transformation, overall responsibility, and accountability for creating and leading the activities contained in the Project Plan; manages budget, schedule, and resources; conducts regular meetings with Customer; identifies and manages risks; manages overall relationship with the Customer Project Manager during Transition/Transformation. Peer to Customer Project Manager	As required to meet the Project Plan	Effective Date
Service Delivery Manager	Overall executive level responsibility and accountability for the contractual, financial, customer satisfaction, and service delivery relationship with the Customer from Effective Date through the end of Term. Peer to Customer Operations Executive and Contract Manager	As required	Effective Date
Xerox Service Desk Implementation Manager	Overall responsibility and accountability for Xerox Service Desk; has decision-making authority. Integrates Xerox Service Desk processes and systems with Customer's Services Help Desk processes and systems (if applicable). Manages day-to-day operations of Xerox Service Desk and relationship with Customer's Services Help Desk. Peer to Customer's Services Help Desk Manager	As required	Effective Date
Accounts Receivable/ Billing Contact	Key interface to Customer Accounts Payable Contact. Addresses billing/invoicing questions and issues. Manages implementation of Customer-specific requirements to process invoices and payments according to SOW and Agreement terms	As required	Effective Date
Solution Architect	Overall responsibility and accountability for the solution architecture and design required to meet Customer requirements as stated in the SOW	As required	Effective Date

SCHEDULE A: XEROX® PRINTER SECURITY AUDIT SERVICE ("XPSAS")

THIS XEROX® PRINTER SECURITY AUDIT SERVICE SCHEDULE ("Schedule") is hereby attached to and made a part of the Statement of Work ("**SOW**") that is governed by the terms and conditions of the NASPO ValuePoint Participating Addendum [PA Addendum #] and NASPO ValuePoint Master Agreement [Master Agreement #] entered into by and between Xerox Corporation ("**Xerox**"), located at [insert Address], and [Customer name] ("**Customer**" or "**Purchasing Entity**"), collectively the "**Parties**", to add the Schedule Services as further described herein.

The Parties hereby agree as follows:

1. **DEFINED TERMS –** Terms defined within the Agreement and the SOW and used herein shall have the meaning set forth therein unless expressly set forth otherwise below:
   Compatible – SNMP-enabled and capable of communicating with and being discovered and monitored by the Xerox Tools.

   Compliance – The adherence of In-Scope XPSAS Equipment to the Customer's Security Requirements.

   Compliance Review – XPSAS Security Compliance Dashboard provides the Customer and Xerox interactive views of In-Scope XPSAS Equipment compliance.

   Configuration Set – The Customer-defined settings, by In-Scope XPSAS Equipment model, that comprise the Customer's Security Requirements that are stored on and deployed from the Xerox Tools.

   Critical Security Patch – A patch that resolves at least one (1) security problem with critical severity where the exploit is publicized external to Xerox and it exposes Customer networks, image data or PII (personally identifiable information) or CII (customer identifiable information).

   Customer's Security Requirements – The documented settings and policies, agreed to by the Parties and documented in this Schedule, which Xerox shall utilize to implement and maintain the In-Scope XPSAS Equipment.

   In-Scope XPSAS Equipment – XPSAS-Eligible Equipment installed in the Sites and managed by Xerox as defined by the Xerox Tools under this Schedule.

   Inspection (or "Inspect") – The process of reviewing the XPSAS Security Compliance Dashboard for In-Scope XPSAS Equipment to determine current settings, and the Compliance of each to the Customer's Security Requirements.

   Xerox® Printer Security Audit Service (XPSAS) – Services provided by Xerox under this Schedule on In-Scope XPSAS Equipment, which include: (a) gathering and documenting the Customer's Security Requirements; (b) configuring the Customer's Security Requirements; (c) inspecting and presenting Compliance to the Customer's Security Requirements via the XPSAS Security Compliance Dashboard; and (d) automatically remediating Compliance issues.

   XPSAS-Eligible Equipment – The models of Equipment on which Xerox has the capability to provide XPSAS.

   XPSAS Transition – The hardware, software, labor, and processes necessary to establish the infrastructure for XPSAS.

   Remediation (or "Remediate") – The act of automatically resolving or correcting In-Scope XPSAS Equipment that during the Inspection process are determined to be out-of-compliance.

   Schedule Effective Date – The effective date of this Schedule shall be the effective date of the Order associated with this Schedule.

   Schedule Services – The XPSAS services provided by Xerox as set forth in this Schedule, including Attachment A.

2. **SERVICES DESCRIPTION** – Xerox Printer Security Audit Service (XPSAS) is a comprehensive Equipment security solution that incorporates risk mitigation services into an automated software tool. XPSAS brings automation and structure to In-Scope XPSAS Equipment security.
   Further details of the Schedule Services are set forth in **Attachment A**.

   a. Customer Acknowledgement: Customer acknowledges and agrees that: Xerox shall have necessary and sufficient local and remote access to the network and server(s) where the Xerox Tools is installed for purposes of providing the Schedule Services under this Schedule. Necessary and sufficent access includes the following: Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure, directories, folders, and files required to properly administer and manage the Schedule Services. Customer shall, if required by Customer, provide Xerox with PC/laptop assets and any required remote

access telecommunications and security mechanisms required to facilitate remote administration of the Schedule Services by Xerox. Customer further acknowledges and agrees that the Xerox Tools shall provide security compliance data to Xerox via email or other communication means; the Schedule Services and Xerox Tools are installed electronically unless otherwise stated in this Schedule.

3. **TERM** – This Schedule shall commence upon the Schedule Effective Date and, subject to Configuration, Certification, and Deployment occurring, shall be coterminous with the Term of the SOW, including any extensions or renewals of the SOW.

   a. Termination: Either party may, upon ninety (90) days prior written notice to the other party, terminate the Schedule Services.

   b. Effect of Termination: Upon termination or expiration of this Schedule (i) all rights to access the applicable Schedule Services cease; and (ii) Customer agrees to remove, and/or allow Xerox to remove or disable, the XPSAS policies within the Xerox Tools.

4. **CHARGES** – Charges for XPSAS on In-Scope XPSAS Equipment are set forth in the signed Order to which this Schedule is attached and are exclusive of any and all applicable Taxes. Charges shall begin being invoiced upon completion of XPSAS Transition.

5. **CHANGES** – To the extent that the Parties wish to add or make modifications to this Schedule, all such changes will be documented in a signed SOW Amendment attached to an Order.

6. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO SCHEDULE SERVICES –**

   ADDITIONAL WARRANTY DISCLAIMER – IN ADDITION TO THE WARRANTIES AND DISCLAIMERS IN THE AGREEMENT, THE FOLLOWING SHALL APPLY TO THE XPSAS SERVICES. EXCEPT AS STATED IN THE AGREEMENT, XEROX EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE PERFORMANCE OF THE XPSAS SERVICES, AND XEROX DOES NOT WARRANT THAT THE XPSAS SERVICES WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S SOFTWARE, OR WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE ERROR FREE.

Except as specified herein, the SOW and the Agreement shall remain as stated. If there is a conflict between the contents of the SOW and this Schedule, this Schedule shall control with respect to the provision of XPSAS.

The terms and conditions of this Schedule apply only to the provision of the XPSAS, and do not affect, amend, or modify any of the provision of Services under the SOW.

ATTACHMENT A
SCHEDULE SERVICES DESCRIPTION

Table 1: XPSAS Service Description

XPSAS Service Description		
XPSAS	**Quantity**	**Frequency**
A comprehensive In-Scope XPSAS Equipment security solution that incorporates risk mitigation services into an automated software tool, including a XPSAS Security Compliance Dashboard.		
In-Scope XPSAS Equipment related security requirements (See Attachment B)	Included	Once during XPSAS Transition
# of In-Scope XPSAS Equipment configuration setting policies	One (1) Policy	During XPSAS Transition
# of In-Scope XPSAS Equipment password policies	One (1) Policy	During XPSAS Transition
# of firmware policies to automatically align Versalink/Altalink In-Scope XPSAS Equipment with the latest firmware available on xerox.com	One (1) Policy	During XPSAS Transition
# of updates per policy (as outlined above) which may include changes to schedule, device groups, notification format, and policy-specific XPSAS requirement settings	One (1) update per policy	Per calendar year (or 12 month timeframe)
XPSAS Options		
XPSAS Advanced Option Bundle		
One (1) to five (5) additional In-Scope XPSAS Equipment configuration settings policies	1 Bundle	One Time
One (1) to five (5) additional In-Scope XPSAS Equipment password policies		One Time
One (1) to ten (10) additional In-Scope XPSAS Equipment firmware policies for the fleet utilizing Customer certified In-Scope XPSAS Equipment firmware		One Time
Firmware Management Additional Policy Packages		
A package of additional firmware policies Note: Each package contains one (1) to five (5) policies	[insert #] packages	Once per calendar year (or 12 month timeframe)

Note: Total Equipment configuration settings policies equals (=) XPSAS + XPSAS Advanced Option Bundle

Note: Total Equipment password policies equals (=) XPSAS + XPSAS Advanced Option Bundle

Note: Total firmware policies equals (=) XPSAS + XPSAS Advanced Option Bundle + Firmware Management Additional Policy Packages

Table 2: XPSAS– Key Settings Groups

XPSAS – Key Settings Groups		**Key Settings Availability**											
Categories	**Settings Group**	[P	[P	[P	[P	[P	[P	[P	[P	[P	[P	[P	[P
	Xerox Tested Base Software Version	[In ser	[In ser	[In ser	[In ser	[In ser	[In ser	[In ser	[In ser	[In ser	[In ser	[In ser	[In ser
Access and Control	Enable / Disable Password Reset												
	Set New Password												
	Enable 802.1x												
	Enable 802.1x Password												

XPSAS – Key Settings Groups		Key Settings Availability											
	Configure Scan to USB												
	Configure Print from USB												
	Create Self-Signed Digital Certificate (for In-Scope XPSAS Equipment)												
	Show / Hide IPv4 Address												
	Show / Hide Host Name												
Encryption	FIPS 140-2												
	Set User Data Encryption												
Hard Disk Drive Administration	Set Immediate Job Overwrite												
	Scheduled Image Overwrite												
	Frequency of Image Overwrite (D/W/M: Time)												
Base Software Upgrade	Enable / Disable Upgrade												
	Deployment (Equipment accepts XDM firmware push)												
Disable Services	Protocols												
	Scan Services Internet Fax, Scan to Home / Mailbox												
	McAfee Embedded Control												

XPSAS Transition

This section defines the key activities required to enable the Schedule Services and Service Operations to be delivered. Xerox shall use Customer's Security Requirements to create XPSAS policies, configure the Xerox Tools to align to those policies, and schedule the policies to run. Xerox shall set up and test policies on a few select In-Scope XPSAS Equipment before running for the entire fleet. Xerox shall then provide the Customer with access to the XPSAS Security Compliance Dashboard.

ID.	Activity	Accountable
1.	Complete Customer IT environment assessment (network connectivity, Active Directory (AD) integration, server specifications, etc.)	Xerox and Customer
2.	Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure	Customer

ID.	Activity	Accountable
3.	Develop and document the In-Scope XPSAS Equipment configuration, password and firmware settings policies, schedule, notifications, etc.	Xerox and Customer
4.	Configuration requirements are documented for In-Scope XPSAS Equipment deployment	Xerox
5.	Configure In-Scope XPSAS Equipment configuration settings policy and schedule, notifications, etc.	Xerox
6.	Configure In-Scope XPSAS Equipment password policy and schedule, notifications, etc.	Xerox
7.	Configure firmware policy and schedule, notifications, etc. to automatically align Versalink/Altalink In-Scope XPSAS Equipment with the latest firmware available on xerox.com	Xerox
8.	Apply XPSAS policies to In-Scope XPSAS Equipment	Xerox
9.	Create Active Directory (AD) group	Customer
10.	Enable Active Directory (AD) group in the Xerox Tools with access to XPSAS Security Compliance Dashboard	Xerox
11.	Enable Xerox Tools XPSAS Security Compliance Dashboard and complete transition to Service Operations	Xerox

XPSAS Security Compliance Dashboard

The XPSAS Security Compliance Dashboard provides End Users with a convenient and simple-to-use access to compliance results. Authorized Users can make quick adjustments to the fleet, specific In-Scope XPSAS Equipment and even settings from directly inside the XPSAS Security Compliance Dashboard.

All compliance data can also be exported for viewing outside the application or transferred to other formats.

Terms of Use:

The XPSAS Security Compliance Dashboard is enabled by the Xerox Tools. Access for authorized End Users is via username and password as defined in the Customer's Active Directory (AD). Customer shall create an Active Directory (AD) group which then will be enabled by Xerox to access the XPSAS Security Compliance Dashboard. Customer shall: (a) advise Xerox as soon as reasonably practicable of any known or reasonably suspected unauthorized use of any password or account on the XPSAS Security Compliance Dashboard or any other known or reasonably suspected breach of security; (b) use commercially reasonable efforts to ensure that Customer's use of the XPSAS Security Compliance Dashboard shall at all times comply with all applicable laws.

Service Operations

After completion of the XPSAS Transition activities set forth above, the Schedule Services shall be provided as follows. Schedule Services delivery shall be provided remotely. The following table outlines the list of accountable activities based upon the included scope in Table 1 above.

ID.	Activity	Accountable
XPSAS		
1.	In-Scope XPSAS Equipment is automatically audited, remediated, and maintained using the Xerox Tools policies and schedules	Xerox
2.	Upon notification of an automated remediation failure, a Service Incident shall be initiated to remotely triage and resolve the issue	Xerox

ATTACHMENT B
XEROX XPSAS TECHNICAL PREREQUISITES

- Customer shall allow Xerox to upgrade and maintain the most current version of the Xerox Tools (current version of/or within the two (2) prior versions of the latest Xerox Tools), or Xerox may terminate the Schedule Services
- All In-Scope XPSAS Equipment is managed by Xerox Tools and are network connected
- Remote login to Xerox Tools enabled or assisted by the Customer's IT department. This enables remote configuration and support

Customer's Security Requirements for In-Scope XPSAS Equipment

In-Scope XPSAS Equipment Configuration Setting Group	Select the Applicable Option (Enable or Disable)	Setting Detail (if applicable)
Access and Control		
Enable 802.1x	[Enable or Disable]	
Enable 802.1x Password	[Enable or Disable]	
Configure Scan to USB	[Enable or Disable]	
Configure Print from USB	[Enable or Disable]	
Create Self-Signed Digital Certificate (for In-Scope XPSAS Equipment)	[Enable or Disable]	
Show / Hide IPv4 Address	[Enable or Disable]	
Show / Hide Host Name	[Enable or Disable]	
Encryption		
FIPS 140-2	[Enable or Disable]	
Set User Data Encryption	[Enable or Disable]	
Hard Drive Administration		
Set Immediate Job Overwrite	[Enable or Disable]	
Scheduled Image Overwrite	[Enable or Disable]	
Frequency of Scheduled Image Overwrite Operations	[Daily or Weekly or Monthly]	
Base Software Upgrade		
Base Software Upgrade	[Enable or Disable]	
Disable Services		
Google Cloud Print	[Enable or Disable]	
AppleTalk	[Enable or Disable]	
HTTP	[Enable or Disable]	
LPR/LPD	[Enable or Disable]	
Microsoft Networking	[Enable or Disable]	
NetWare	[Enable or Disable]	
NFC	[Enable or Disable]	
Port 9100	[Enable or Disable]	
IPP	[Enable or Disable]	
SLP	[Enable or Disable]	

In-Scope XPSAS Equipment Configuration Setting Group	Select the Applicable Option (Enable or Disable)	Setting Detail (if applicable)
UPnP / SSDP	[Enable or Disable]	
IPv6	[Enable or Disable]	
POP3	[Enable or Disable]	
SMTP	[Enable or Disable]	
Mopria™ Discovery	[Enable or Disable]	
WSD (Web Services on In-Scope XPSAS Equipment)	[Enable or Disable]	
NTP	[Enable or Disable]	
Proxy Server	[Enable or Disable]	
Airprint	[Enable or Disable]	
Scan Services Internet Fax, Scan to Home / Mailbox	[Enable or Disable]	
McAfee Embedded Control	[Enable or Disable]	

END OF XEROX® PRINTER SECURITY AUDIT SERVICE SCHEDULE

END OF STATEMENT OF WORK FOR XEROX® MANAGED PRINT SERVICES

ATTACHMENT 9 – XEROX PRINT SERVICES AGREEMENT

1. **XPS SERVICES.** Xerox will provide the services identified in the attached Xerox Print Services Description of Services ("DOS") or Statement of Work ("SOW"), as applicable, ("XPS Services") for the devices identified in Exhibit B ("Managed Devices") to this Xerox Print Services Agreement ("XPS Services Contract").

2. **DEFINED TERMS.**

   a. "Equipment Agreement" means the agreement between Client and Xerox under which Xerox provides "Maintenance Services" or "Basic Services" (as those terms are defined in the applicable Equipment Agreement) for a Xerox Contracted Device.
   b. "Managed Device(s)" means the devices identified in Exhibit B of the XPS Services Contract.
   c. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
   d. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
   e. "Xerox Contracted Devices(s)" means a Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services under an Equipment Agreement.
   f. "Xerox Work" means, collectively (i) items used or incorporated into the XPS Services, or developed or acquired by Xerox independent of performing the XPS Services, and (ii) items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing the XPS Services. All items of Xerox Work are Xerox trade secrets.
   g. Capitalized terms not defined above or elsewhere in this XPS Services Contract shall have the meaning assigned to them in the Equipment Agreement(s), SOW, DOS or Exhibits hereto.

3. **SUPPLIES.** For Xerox Contracted Devices, Xerox will provide Consumable Supplies if required by the applicable Equipment Agreement. Except for Managed Devices identified in Exhibit B as "Service Only", Xerox will furnish the Supplies identified in Exhibit A. Supplies may be new, remanufactured or reprocessed. Supplies are Xerox's property until used by Client and Client will use them only with the Managed Devices. Upon request, Client will provide an inventory of Supplies in its possession. Upon expiration or termination of the XPS Services Client will, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.

4. **COMMENCEMENT & TERM.** The initial term of this XPS Services Contract will be {enter 36, 48, or 60} months from the Services Commencement Date. Neither party may terminate this XPS Services Contract during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 30 days prior written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate this XPS Services Contract upon not less than 30 days written notice if the Services Commencement Date has not occurred, for any reason whatsoever, within 90 days after the date this XPS Services Contract is accepted by Xerox. The expiration or termination of this XPS Services Contract will not affect the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.

5. **PRICING.** The pricing for XPS Services for the Managed Devices is identified in Exhibit A.

6. **INVOICING.** Client will be invoiced for XPS Services in a standard Xerox format. The Total Monthly Minimum Charge ("MMC") identified in Exhibit A is billed monthly in advance through the end of the month in which the termination effective date occurs. If the Services Commencement Date is other than the first day of a month, a prorated amount of the MMC will be billed for the first month, based on the number of days XPS Services were provided in such month. If a Managed Device is added to the XPS Services Contract during a month, billing of the Monthly Fee for such device will start with the next monthly invoice. If a Managed Device is removed from the XPS Services Contract during a month, billing of the Monthly Fee for such device will continue through the end of the month. The Excess Charge per Impression ("ECI") identified in Exhibit A is billed in arrears on a quarterly basis for all impressions in excess of three times the Monthly Minimum Print Volume ("MMPV") identified in Exhibit A. If the Services Commencement Date is other than the first day of a month, the Monthly Minimum Print Volume ("MMPV") for the first month will be prorated, based on the number of days XPS Services were provided in such month, and the ECI will be billed based on the prorated MMPV. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce Client's obligations. If a payment is not received by Xerox within 45 days of the invoice date, Xerox may charge interest from the due date until paid at the rate of 1% per month. Client will be invoiced in a standard Xerox format. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the

applicable Equipment Agreement.

7. **CLIENT RESPONSIBILITIES.** Client will perform the Client Responsibilities identified in the SOW or DOS.

8. **TAXES.** Client is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this XPS Services Contract or the amounts payable under this XPS Services Contract ("Taxes"), which will be included in Xerox's invoice unless Client provides proof of its tax exempt status. Taxes do not include taxes on Xerox's income.

9. **LIMITATION OF LIABILITY.** Xerox will not be liable, in the aggregate, for any direct damages arising out of or relating to the XPS Services Contract, in excess of $10,000 or the amounts paid hereunder in the 12 months prior to the claim, whichever is greater. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this XPS Services Contract, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The foregoing limitations of liability will not apply to Xerox's obligations under the section entitled "Intellectual Property Indemnity" or where either party has (a) exceeded the rights to the other party's intellectual property granted to it under this XPS Services Contract, or (b) misappropriated or infringed the other party's intellectual property under this XPS Services Contract. Any action against Xerox must be commenced within 2 years after the event that caused it.

10. **XEROX CLIENT TOOLS & XEROX TOOLS.** Xerox may use Xerox Client Tools, and/or certain other proprietary Xerox software ("Xerox Tools"), to perform its obligations under this XPS Services Contract. Xerox Client Tools and Xerox Tools (collectively, "Tools") are Xerox trade secrets. Xerox Client Tools and any related documentation are licensed under a separate clickwrap or shrinkwrap license agreement that Client must accept at the time of installation. The Xerox Tools will be installed and operated only by Xerox, and Client has no rights to use, access or operate the Xerox Tools. Client will not decompile or reverse engineer the Tools. The Tools will be removed by Xerox at the expiration or termination of this XPS Services Contract. The Tools facilitate Xerox's performance of XPS Services through the automatic collection of data from certain networked Managed Devices and the transmission of such data to secure off-site location. This automatic data collection and transmission capability will not allow Xerox to read, view or download any Client documents or other information residing on or passing through the Managed Device or Client's information management systems. Examples of automatically collected and transmitted data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. If a meter reading is not generated by Xerox Client Tools or, upon request, Client fails to provide a meter reading, Xerox may estimate the reading and bill Client accordingly.

11. **INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that the Tools infringe a third party's U.S. intellectual property rights. Client will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent tool, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a modification of the Tools to Client's specifications or the Tools being used by Client in a manner not permitted by this XPS Services Contract.

12. **WARRANTY.** The XPS Services will be performed in a skillful and workmanlike manner. XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

13. **CONFIDENTIALITY.** During the term of this XPS Services Contract, each party may disclose to the other certain confidential business information ("Confidential Information"). Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. The terms and conditions of this XPS Services Contract, the DOS or SOW, the Exhibits hereto, the Xerox Implementation Plan hereunder, the Xerox Work and the Tools are Xerox Confidential Information.. The parties do not intend for Client to disclose confidential technical information to Xerox, and any such disclosure shall be pursuant to a separate written agreement. Upon expiration or termination of this XPS Services Contract, each party will return to the other or, if requested, destroy all Confidential Information of the other in its possession or control.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to Client at the address where Client will receive invoices, and to Xerox at the inquiry address set forth on the most recent invoice, or to such other address as either party may designate by written notice. Client authorizes Xerox or its agents to communicate with Client by any electronic

means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address Client provides to Xerox. Xerox will not be liable for any failure to perform during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond Xerox's reasonable control. Except for assignment by Xerox of its right to receive payment hereunder, neither party will assign any of its rights or obligations under this XPS Services Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld. This XPS Services Contract will be governed by the laws of the State of the Purchasing Entity. In any action to enforce this XPS Services Contract, the parties agree to the jurisdiction and venue of the federal and state courts in the Purchasing Entity's State and applicable county, and to waive their right to a jury trial. Client will pay all reasonable costs including attorney's fees, incurred by Xerox to enforce this XPS Services Contract. If a court finds any term of this XPS Services Contract unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this XPS Services Contract which will be admissible in any action to enforce it. Xerox may accept this XPS Services Contract either by signature or by commencing performance. Changes to this XPS Services Contract must be in a written amendment signed by both parties. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed per the NASPO ValuePoint Master Agreement. Client authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies. This XPS Services Contract constitutes the entire agreement between Xerox and Client as to its subject matter, and supersedes all prior oral and written agreements.

IN WITNESS WHEREOF, duly authorized representatives of Client and Xerox have executed this XPS Addendum.

<<__CLIENT NAME_____>>	**XEROX CORPORATION**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

ATTACHMENT 10 – XEROX POOL PLAN AGREEMENT TERMS AND CONDITIONS

Customer: << Customer Legal Name >>

Bill To: << Customer Bill To Name >>
<< Bill To Street Address >>
<< Bill To City, State, Zip Code >>

Install: << Customer Install Name >>
<< Install Street Address >>
<< Install City, State, Zip Code >>

Contact: << Customer Contact Name >> **Phone:** << Phone # >> **Email:** << Contact Email Address >>

☐ **Tax ID #:** ☐ **PO #:**

Plan Summary

Configuration	Monthly Charge	Print Charges			Plan Features
		Meter	Volume Band	Per Print Rate	
# of Items in Pool # units		1: Meter 1	Enter Band Enter Band Enter Band Enter Band		**Maintenance Coverage** ☐ Consumable Supplies Included ☐ Pricing Fixed for Term ☐ **Administrative Details** Invoice Format: Standard Pool Plan Identification # Meters Reconciled - Monthly Plan to take effect on ☐ Modification of Prior Agreement
Modification Summary – Adding # units – Removing # units – Retaining # units					

Items Added

Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		

☐ Supplemental Items Added Addendum # 51863-A

Items Removed

Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		

☐ Supplemental Items Removed Addendum # 51863-R

Items Retained

Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		

☐ Supplemental Items Retained Addendum # 51863-K

POOLING TERMS AND CONDITIONS:

This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that Xerox-brand equipment (“Equipment”) indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").

1. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.

2. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:
   - **A.** SUPPLIES INCLUDED. All Pooled Equipment shall either have Consumable Supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If Consumable Supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement. Consumable Supplies specifically excludes highlight color toner, custom color toner, specialty dry inks (e.g. clear, silver, gold) and specialty dry ink developers.
   - **B.** FIXED PRICING. All Pooled Equipment pricing shall be fixed, unless the fleet of Equipment substantially changes (i.e. Equipment added or removed), which warrants an adjustment to the pricing. At no time however, shall any such pricing adjustment exceed the NASPO ValuePoint Master Agreement (“Master Agreement”) pricing.
   - **C.** BILLING. Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.

3. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.

4. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Prints Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier.

5. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Consumable Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.

6. **TAXES.** You shall be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement

("Taxes"), which will be included in Xerox's invoice unless you provide proof of your tax exempt status. Taxes due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

7. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).

8. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts, per the Master Agreement pricing. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.

9. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30-days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 8 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the Equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:
    i. all Maintenance and Rental Agreements may be charged per the Master Agreement rates however the overage click rate will be based on the blended click rate of all the equipment under the Agreement;
    ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e. those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases which may be charged at the Master Agreement rate.

10. **MISCELLANEOUS.** Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding Equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties.

Customer acknowledges receipt of the terms of this Agreement				Thank you for your business ! This Agreement is proudly presented by Xerox® and
Signer:	<< Signer's Name >>	**Phone:**	(999) 999 - 9999	**<< Enter Rep's Name >>** (999) 999 - 9999
Signature:		**Date:**		For information on your Xerox account, go to www.xerox.com/AccountManagement

DocuSign Envelope ID: 1EE33BDE-1A7C-4EAB-B29A-6D95E2C6CC62

ATTACHMENT 11 – XEROX SOFTWARE LICENSE ADDENDUM

Xerox Applications

Application Orders: Any Purchasing Entity who acquires Xerox Software Applications ("Application") under the Xerox NASPO ValuePoint Master Agreement ("Master Agreement") #_____, shall be subject to the following terms, unless otherwise agreed to by a Participating State.

a. Fee. Xerox will charge and Purchasing Entity agrees to pay the "Subscription Fee" indicated on the applicable Order. The Subscription Fee permits Purchasing Entity to use an Application on a permitted volume of Devices and may include a specific volume of allowable transactions (e.g., pages, scans or receipts per month) per Device (a "Subscription Allowance"). Such transactions are independent of equipment meter read transactions. Purchasing Entity's subscription is for an agreed Term beginning on the Activation Date as set forth the applicable Order. "Activation Date" means the date Xerox enables an Application on Purchasing Entities applicable Xerox-brand equipment ("Device" or "Devices"). Any additional subscriptions for a given Application require an additional signed Order.

b. Excess Usage. Purchasing Entity may use Subscription Allowances on one or more Devices, but if the aggregate volume across all Devices exceeds Purchasing Entity's aggregate Subscription Allowances, the excess will be deemed "Excess Usage." Excess Usage will be measured over a rolling three (3) month calendar period. If Purchasing Entity's average monthly volume exceeds its aggregate monthly Subscription Allowances, Xerox reserves the right to increase the Subscription Fee, per the Master Agreement pricing, and upon mutual written agreement with the Purchasing Entity, via Purchasing Entity's signed Order, or terminate the license for the Application.

c. User Data. User Data may be stored or processed in accordance with the terms of the License Agreement. User Data submitted will be stored or processed on servers located in the United States. User Data means, with respect to each Purchasing Entity, all data and information of a User that is captured, stored or processed in any manner using the Application or Applications and associated services. User(s)" mean Purchasing Entity's employees, consultants, service providers or any third-party clients authorized by Purchasing Entity to use the Application or Applications and associated services.

d. Acknowledgements: Purchasing Entity acknowledges and agrees that:

- **i.** License Agreement means the combination of terms found in the applicable Xerox End User License Agreement, and **(2)** applicable terms from this Attachment;
- **ii.** its use of an Application is subject to the applicable License Agreement;
- **iii.** Applications may include code developed by one or more third parties;
- **iv.** it shall not make use of the Application in any manner not expressly permitted by the License Agreement Orders for Applications.

e. NEITHER XEROX NOR THEIR DESIGNATED THIRD-PARTIES MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY THAT THE USE OF THE APPLICATION OR APPLICATIONS OR RELATED SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE APPLICATIONS OR RELATED SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S HARDWARE, SOFTWARE, SYSTEM, OR DATA, OR MEET CUSTOMER'S SPECIFIC REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTION AND PROVISION OF AN INTERNET CONNECTION AND HARDWARE OR SOFTWARE WHICH MAY BE REQUIRED TO ACCESS THE SOFTWARE APPLICATION AND ANY RELATED SERVICES AND NEITHER XEROX NOR DESIGNATED THIRD-PARTY SERVICE PROVIDERS SHALL HAVE ANY LIABILITY FOR THE QUALITY OF CUSTOMER'S INTERNET CONNECTION OR THE QUALITY OF THE HARDWARE AND SOFTWARE THAT CUSTOMER USES TO ACCESS THE INTERNET.

Disclosure and Waiver. These terms and conditions apply only to Purchasing Entitles use of downloaded Applications and do not affect, amend, or modify any underlying agreement, order or statement of work that Purchasing Entity has with Xerox for equipment or services (an "Underlying Contract"). If an Application fails to perform or disrupts the operation of equipment on which the Application is downloaded, then such failure or disruption shall not be considered a failure or breach of any provision of the Underlying Contract.

MathWorks

THIS AGREEMENT ADDENDUM (“Addendum”) amends the [Agreement Type (e.g., Lease, Purchase, Rental)] Agreement between [Customer Name] (“Customer” or “you”) and Xerox Corporation (“Xerox”) identified by agreement number WS [Insert Worksheet Number] (the “Agreement”).

1. The following is added at the end of the Section of the Agreement titled “SOFTWARE LICENSE”:
“For MathWorks, Inc. (“MathWorks”) software incorporated into the Software, these additional terms apply:

a. LICENSE GRANT. Subject to the restrictions below, MathWorks hereby grants to you a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.

b. LICENSE RESTRICTIONS. You shall not modify or adapt the MCR for any reason. You shall not disassemble, decompile, or reverse engineer the MCR. You shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, you shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. You shall not sublicense, sell, or otherwise transfer the MCR to any third party. You shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.

c. NO TECHNICAL SUPPORT. Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.

d. TERM AND TERMINATION. This license shall automatically terminate upon your failure to comply with this license.

e. EXPORT CONTROL. The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising your rights under this license, you agree not to violate any such laws and regulations. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

f. U.S. GOVERNMENT LICENSEES: You agree that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern your use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.

g. ASSIGNMENT. You may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.

h. LIMITATION OF LIABILITY. To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars ($10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.

i. DISCLAIMER OF WARRANTIES. The MCR is delivered "as is" and MathWorks makes, and you receive, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for your purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.

j. GOVERNING LAW; JURISDICTION. This license shall be governed by the laws of the Purchasing Entity. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.

k. ENTIRE AGREEMENT. This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and you. This license shall not supersede any product license you have with MathWorks for the MATLAB Compiler.”

2. The following changes are made to the Section of the Agreement titled “FREEFLOW LICENSE”:

a. The first two sentences in subsection 4. of this Section, which said sentences begin “The Copyright Management feature…” and “You will comply with…”, respectively, are deleted and following is inserted in their place:
“The Copyright Management feature of FreeFlow Makeready (“FFCM”) contains the optional Copyright Clearance Center, Inc. (“CCC”) copyright licensing services feature of FFCM (“CCC Service”). If this option is

ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM."

b. The following is added as subsection 7. to this Section:

"7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website,http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023.

b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.

c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.

d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.

3. Capitalized terms not defined in this Addendum have the meaning provided for them in the Agreement. Except as set forth above, the Agreement continues in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum controls.

[CUSTOMER NAME]	**XEROX CORPORATION**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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ATTACHMENT 12 – XEROX PRODUCT SPECIFIC TERMS AND CONDITIONS

(Nuvera, Versant, Iridesse, iGen, FreeFlow Software)

Additional Terms – Applicable to Lease, Rental and Purchase Transactions

RESPONSIBILITY FOR MEETING CERTAIN CUSTOMER REQUIREMENTS – the following provision is applicable to transactions for Versant and Iridesse Equipment (models V180B, V180BD, V180P, V180PD, V280, V3100, V3100D, V4100, VR280, VR4100, and IR120):

You are solely responsible for fulfilling all of your obligations set forth in the Customer Expectations Document or Customer Expectation & Installation Guide, as applicable, for the Equipment executed by you contemporaneously with this Agreement, and which is deemed incorporated by reference into this Agreement ("CED/CEIG"), including, but not limited to, meeting all environmental, product space and power, media, and network connectivity requirements. In addition, the CED/CEIG and informational guides provided to you by Xerox set forth certain operator maintenance activities that you are responsible for performing at the intervals indicated therein. You may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, upon your agreement to pay Xerox's then-prevailing service call rates, per the NASPO ValuePoint Master Agreement ("Master Agreement") pricing.

EXTRA LONG PRINTS – the following provision is applicable to transactions for Versant and Iridesse Equipment:

The following Equipment model(s), V180B, V180BD, V180P, V180PD, V280, V3100, V3100D, V4100, VR280, VR4100, and IR120, may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

WARRANTY AND GUARANTEE DISCLAIMER – the following provision is applicable to transactions for iGen Equipment:

IN ADDITION TO THE DISCLAIMER IN SECTION 14 OF ATTACHMENT 2 TO THE MASTER AGREEMENT (XEROX LEASE AGREEMENT TERMS AND CONDITIONS), IGEN EQUIPMENT IS (A) A PRODUCT NOT SUBJECT TO THE EQUIPMENT GUARANTEE AS NOTED IN SECTION X.10.2 IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT IN THE MASTER AGREEMENT AND THUS, NO UPTIME COMMITMENT IS MADE FOR THE PRODUCT.

FREEFLOW LICENSE – the following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement (FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software"):

a) FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable

embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

b) You will not, without the prior written consent of Xerox and its licensors:

- **i.** alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output;
- **ii.** use the FreeFlow Software in any way that is not authorized by the Agreement;
- **iii.** use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand- alone, time-share or service bureau model;
- **iv.** disclose the results of any performance or benchmark tests of the FreeFlow Software;
- **v.** use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or
- **vi.** disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

c) FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

d) The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

e) If you install FreeFlow Application Software on a computer that you supply, the following terms apply:

- **i.** Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation");
- **ii.** IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE; and
- **iii.** you are solely responsible for:
  - **1)** the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply;
  - **2)** compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and
  - **3)** ensuring that such Workstation meets Xerox's published specifications.

f) The following terms apply to FreeFlow Software licensed to U.S. government customers. Java technology contained in FreeFlow Software is subject to:

- **i.** FAR 52.227- 14(g)(2) and FAR 52.227-19; and
- **ii.** if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).
  - **1)** Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.
  - **2)** Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

g) FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

- **i.** You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, http://www.support.xerox.com/support/open-source-disclosures/fileredirect/ enus.html?&contentId=136023.
- **ii.** Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
- **iii.** If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
- **iv.** The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.

MATHWORKS SOFTWARE LICENSE – applicable iGen Equipment incorporates software from MathWorks, Inc. ("MathWorks") and the following terms apply to said software:

- **a. LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to Purchasing Entity a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
- **b. LICENSE RESTRICTIONS**. Purchasing Entity shall not modify or adapt the MCR for any reason. Purchasing Entity shall not disassemble, decompile, or reverse engineer the MCR. Purchasing Entity shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, Purchasing Entity shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. Purchasing Entity shall not sublicense, sell, or otherwise transfer the MCR to any third party. Purchasing Entity shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
- **c. NO TECHNICAL SUPPORT**. Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
- **d. TERM AND TERMINATION.** This license shall automatically terminate upon Purchasing Entity's failure to comply with this license.
- **e. EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising Purchasing Entity's rights under this license, Purchasing Entity agrees not to violate any such laws and regulations. Purchasing Entity also represents and warrants that **(i)** Purchasing Entity is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and **(ii)** Purchasing Entity is not listed on any U.S. Government list of prohibited or restricted parties.
- **f. U.S. GOVERNMENT LICENSEES:** Purchasing Entity agrees that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern Purchasing Entity's use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
- **g. ASSIGNMENT.** Purchasing Entity may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
- **h. MATHWORKS LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars ($10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some Participating States and Entities do not allow the exclusion or

limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to a Participating State or Entity. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. For clarification, this provision limits the liability of MathWorks to the Participating State or Entity, but the liability of Xerox to the Participating State or Entity shall remain that limitation of liability outlined in Section 5 of Attachment B, Xerox General Terms, of the Master Agreement, or as otherwise negotiated by each Participating State or Entity in their Participating Addendum.

i. **DISCLAIMER OF WARRANTIES**. The MCR is delivered "as is." and MathWorks makes, and Purchasing Entity receives, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for Purchasing Entity's purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.

j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Purchasing Entity. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.

k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and Purchasing Entity. This license shall not supersede any product license Purchasing Entity have with MathWorks for the MATLAB Compiler.

ORACLE SOFTWARE LICENSE – applicable iGen Equipment incorporates software from Oracle America, Inc. ("Oracle") and the following terms apply to said software:

a. **Java Technology Restrictions.** You shall not create, modify, or change the behavior of classes, interfaces or sub packages that are in any way identified as "java", "javax", "sun" of similar convention as specified by licensor in any naming convention designated. In the event that you create an additional API(s) which (i) extends the functionality of a Java Environment: and (ii) is exposed to third party software developers for the purpose of developing additional software that invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers.

b. **Trademarks and Logos.** This license does not authorize an end user licensee like you to use the Oracle America, Inc. name, trademarks, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos, and icons including the Coffee Cup and Duke, ("Java Mark") and (i) comply with the Java Trademark Guidelines at http://www.oracle.com/html/3party.html; (b) not to do anything that is harmful to or inconsistent with Oracle's right in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by you in any Java Mark.

c. **Source Code.** Software may contain a limited amount of source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this license. Source code may not be modified nor redistributed unless expressly provided for in these license terms.

d. **Third Party Code.** Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file.

e. **Commercial Features.** Use of the Commercial Feature for any commercial or production purposes requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1 (Commercial Features in Java SE Product Editions) of the Software documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html.

ATTACHMENT 13 – XEROX PRODUCTION INKJET EQUIPMENT TERMS AND CONDITIONS

Baltoro Inkjet

Any Purchasing Entity who acquires Baltoro Equipment under the Xerox NASPO ValuePoint Master Agreement ("Master Agreement"), #_____, shall be subject to the following terms, unless otherwise agreed to by the Participating State. Capitalized terms that are not defined in this Attachment 13 shall have the same meaning assigned to them in the Master Agreement.

For purposes of acquiring Xerox's Baltoro Production InkJet Equipment ("Equipment," "PIJ Equipment" or "Baltoro Equipment" as used herein) under the Master Agreement, Purchasing Entity agrees, notwithstanding anything to the contrary, that the following provisions are applicable to the PIJ Equipment and such provisions are in addition to those in the Master Agreement. With exception of the Supplies and Supplies Pricing section 5 below, to the extent that the terms and conditions set forth below are contrary to those in the Master Agreement, the Master Agreement shall control.

1. **COMMENCEMENT & TERM.** The Term for each unit of Equipment will commence upon the installation of Xerox-installable Equipment as confirmed by the authorized Purchasing Entity representative signing the Customer Acceptance Sign-off part of Attachment 15 (Baltoro Customer Acceptance Form), which is attached to and made part of this Order, to indicate that Acceptance (as described in the Section "Acceptance" below) has occurred ("Commencement Date"). Purchasing Entity shall be provided with a copy of a completed and mutually agreed to Attachment 14 (Sample Baltoro Customer Expectations Document), as well as a completed, and mutually agreed to Attachment 16 (Baltoro SOW), prior to execution of any Order. In addition, Purchasing Entity will sign both Attachment 14 and Attachment 16 prior to execution of any Order and both documents will be attached to and made part of the Order. Once the Purchasing Entity signs Attachment 14, the date will be indicated on the "Pre-Sales Activities" portion of Attachment 15. The initial Term of the Order will continue from the Commencement Date for the number of full calendar months shown as "Term" on the face of the Order. Any partial month in the Term will be billed on a pro rata basis, based on a 30-day month. Upon termination, Purchasing Entity will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

2. **RESPONSIBILITY FOR MEETING CERTAIN CED REQUIREMENTS.** The Purchasing Entity is solely responsible for fulfilling all of the "customer" obligations set forth in Attachment 14 (Sample Baltoro Customer Expectations Document), hereinafter "CED," which include, but are not limited to, meeting all environmental, product space and power, and network connectivity requirements. In addition, the CED and User Guide ("Guide") set forth certain operator maintenance activities that Purchasing Entity is responsible for performing at the intervals indicated therein. The Purchasing Entity may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, and upon the Purchasing Entity's agreement to pay Xerox's service call rates, as specified in the Master Agreement Price List.

   Notwithstanding the foregoing, the following shall clarify and/or modify language in the CED as follows:

   Under the **Introduction** Section:
   The sentence *"We expect you as our valued customer to use all reasonable efforts to safeguard the document, to not disclose its contents to third parties, and to only circulate it within the organization on a need to know basis"* shall only apply to the completed Order documents (i.e. the finalized and signed CED and SOW between the Purchasing Entity and Xerox) and not the CED "*template*," which is incorporated into the Master Agreement as Attachment 14). Further all references to "Xerox Confidential" or "Xerox Confidential, Do Not Distribute" shall only apply to the completed Baltoro CED and completed Baltoro SOW Order documents.

The following language: "*In the event of any conflict between the statements made in this Customer Expectations Document ("CED") and any terms in the sale, lease, rental and/or service agreement or Statement of Work ("SOW") between you and Xerox (or the Xerox authorized reseller) including, but not limited to, maintenance or functionality of the Baltoro HF System, the order of precedence will be as follows: (1) the terms contained in this CED, and then (2) the terms contained in such sale, lease, rental and/or service agreement, including any Statements of Work. However, notwithstanding the foregoing, Customer's responsibility to make any payment to any Xerox financing company under a lease or rental agreement will be absolute in accordance with its terms and not negated by anything contained in this CED"* shall be null and void. Further, any language in any other version of the CED that is utilized under the NASPO Master Agreement, and which contradicts the terms and conditions of either the Master Agreement or a State's Participating Addendum, shall also be null and void.

3. **BALTORO BREAK-FIX SERVICES AND PRINTHEAD REQUIREMENTS.** For the Baltoro Equipment included in this

Order, this provision is in addition to Section 3 (Maintenance Services) of Attachment 6 of the Master Agreement (Xerox Maintenance Agreement Terms and Conditions). In addition to the other exclusions listed in Section 3 of Attachment 6 of the Master Agreement, Maintenance Services excludes repairs due to: Purchasing Entity **(i)** allowing the Equipment to be operated by employees that have not received Contractor training; or **(ii)** failing to perform operator maintenance procedures identified in operator manuals. If Contractor is unable to keep a unit of Equipment in good working order after the initial term of the Order, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party.

Purchasing Entity is liable for any and all damage, including all repairs, arising out of incorrect loading of ink or from the failure to properly perform operator maintenance in a timely manner.

Routine refurbishment and replacement of print heads is covered under this Order at no additional charge to Purchasing Entity. Contractor's refurbishment and replacement obligations can be voided if Purchasing Entity: **(a)** fails to perform routine maintenance as specified by Contractor; **(b)** uses inks, consumables (including paper) or spare parts, which do not meet Contractor's specifications; **(c)** allows or causes the changing or handling of a print head by anyone other than a Contractor certified service representative; **(d)** allows the repair of the Equipment or a print head by anyone other than a Contractor certified service representative; (**e)** fails to maintain the environmental specifications required by Contractor including but not limited to specifications for humidity and/or temperature during operation of the Equipment; **(f)** fails to follow Contractor's operating procedures while operating the Equipment; or **(g)** allows the Equipment to be operated by employees that have not received Contractor training.

Contractor will not be required to repair or replace a print head if the cause of the subject failure is covered by any of the specific causes listed above or any other exclusion set forth in the Master Agreement or the applicable CED or Guide, and Purchasing Entity will be required to pay for the repairs to the print head, or to purchase a replacement print head. Purchasing Entity agrees to perform all maintenance tasks when directed to do so by the status messages on the Equipment's interface window and/or as outlined in the Equipment's CED or Guide.

In the event of the failure of a print head, Purchasing Entity and Contractor will jointly review the maintenance history, and any other relevant data. If Purchasing Entity has complied with the foregoing requirements, as demonstrated by the Equipment and/or in the Equipment's CED and Guide and any other relevant data, Contractor will replace the failed print head in accordance with this Section at no charge to Purchasing Entity.

In the event Purchasing Entity has failed to perform the maintenance tasks as directed to do so by the Equipment's interface window and/ or as outlined in the Equipment's CED and Guide, or any other relevant data demonstrates that Purchasing Entity has failed to adhere to the requirements set out in the CED or Guide, Purchasing Entity will return the damaged print head to Contractor in accordance with the process that is communicated to Purchasing Entity and managed by the Contractor certified service representative. The determination of Purchasing Entity's liability or non-liability must be made in each instance, and mutually agreed upon by Contractor and Purchasing Entity, prior to Purchasing Entity's returning the damaged print head to Contractor.

In a case where Purchasing Entity's liability for repair or replacement has been agreed to, following return of a print head, Contractor will, in good faith, determine if the print head can be repaired or must be replaced. Contractor will communicate its determination to Purchasing Entity promptly and provide at such time its good faith estimate of the cost of the remedial action to be undertaken.

In a case where Purchasing Entity's liability for repair or replacement has been agreed to, Purchasing Entity will pay the amount invoiced by Contractor for the materials, and associated work to repair or replace the subject print head. The amount to be invoiced shall not exceed Master Agreement pricing.

4. **ACCEPTANCE.** Following delivery and installation of the Equipment, the date for the completion of the "Installation Activities" portion of Attachment 15 will be mutually agreed upon with the Purchasing Entity. Contractor will then provide the Services specified in Attachment 16 (Baltoro SOW) and when Contractor has completed the training of Purchasing Entity's operators in Attachment 16, the completion date will be entered for the "Training Activities" portion of Attachment 15. Lastly, upon completion of all Implementation Activities (i.e. Pre-Sales Activities, Installation Activities, and Training Activities) and the successful testing of the Purchasing Entity's files as set forth on the first page of Attachment 15 and indicated in Attachment 16, Purchasing Entity shall sign the "Customer Acceptance portion of Attachment 15. The completion of this process shall constitute "Acceptance" (as such term is used through the Master Agreement) of the Equipment and the initial Term will commence for Maintenance Services.

5. **SUPPLIES AND SUPPLIES PRICING**. This Section applies to Baltoro Equipment only and shall replace Section 2 and 3 of **Attachment 1 (Xerox General Terms)**, to the Master Agreement. Supplies are not included in the cost of the Equipment; Purchasing Entity will need to place a separate Order for these supplies, whose pricing and applicable terms and conditions can be found in the Master Agreement Price List. Purchasing Entity will order such Supplies using the

"Customer Number" to be provided to the Purchasing Entity at the time such entity places an Order for the Baltoro Equipment. Supplies excludes safety goggles and nitrile gloves and are not available under the Master Agreement.

6. **WARRANTY AND GUARANTEE DISCLAIMER**. IN ADDITION TO THE DISCLAIMER IN SECTION 14 OF **ATTACHMENT 2** TO THE MASTER AGREEMENT **(XEROX LEASE AGREEMENT TERMS AND CONDITIONS)**, THE BALTORO EQUIPMENT IS **(A)** A PRODUCT NOT SUBJECT TO THE EQUIPMENT GUARANTEE AS NOTED IN SECTION X.10.2 OF THE MASTER AGREEMENT AND **(B)** IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT IN THE MASTER AGREEMENT AND THUS, NO UPTIME COMMITMENT IS MADE FOR THE PRODUCT.

7. **MATHWORKS SOFTWARE LICENSE**. Baltoro equipment incorporates software from MathWorks, Inc. ("MathWorks") and the following terms apply to said software:
   a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to Purchasing Entity a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
   b. **LICENSE RESTRICTIONS**. Purchasing Entity shall not modify or adapt the MCR for any reason. Purchasing Entity shall not disassemble, decompile, or reverse engineer the MCR. Purchasing Entity shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, Purchasing Entity shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. Purchasing Entity shall not sublicense, sell, or otherwise transfer the MCR to any third party. Purchasing Entity shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
   c. **NO TECHNICAL SUPPORT**. Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
   d. **TERM AND TERMINATION.** This license shall automatically terminate upon Purchasing Entity's failure to comply with this license.
   e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising Purchasing Entity's rights under this license, Purchasing Entity agrees not to violate any such laws and regulations. Purchasing Entity also represents and warrants that **(i)** Purchasing Entity is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and **(ii)** Purchasing Entity is not listed on any U.S. Government list of prohibited or restricted parties.
   f. **U.S. GOVERNMENT LICENSEES:** Purchasing Entity agrees that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern Purchasing Entity's use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
   g. **ASSIGNMENT.** Purchasing Entity may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
   h. **MATHWORKS LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars ($10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some Participating States and Entities do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to a Participating State or Entity. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. For clarification, this provision limits the liability of MathWorks to the Participating State or Entity, but the liability of Xerox to the Participating State or Entity shall remain that limitation of liability outlined in Section 6 of Attachment 1, Xerox General Terms, of the Master Agreement, or as otherwise negotiated by each Participating State or Entity in their Participating Addendum.
   i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered "as is." and MathWorks makes, and Purchasing Entity receives, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any

with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for Purchasing Entity's purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.

j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Purchasing Entity. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.

k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and Purchasing Entity. This license shall not supersede any product license Purchasing Entity have with MathWorks for the MATLAB Compiler.

8. THIRD PARTY HARDWARE MAINTENANCE SERVICES.

a. The provision of maintenance services to keep the Third Party Hardware in good working order ("Third Party Hardware Maintenance") is contingent upon Purchasing Entity facilitating timely and efficient resolution of Third Party Hardware issues by: **(i)** utilizing customer-implemented remedies provided by Contractor and **(ii)** providing information to and implementing recommendations provided by Contractor telephone support personnel. If a Third Party Hardware issue is not resolved after completion of **(i)** and **(ii)** above, Contractor will provide on-site support as provided herein. Unless otherwise provided herein, Third Party Hardware Maintenance will be provided during Contractor's standard working hours from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (excluding Contractor-recognized holidays which currently are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and certain floating days around some of these holidays) in areas open for repair service for the Third Party Hardware in the U.S. You agree to give Contractor reasonable access to the Third Party Hardware. Third Party Hardware Maintenance shall cover repairs and adjustments to keep the Third Party Hardware in good working order that are required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Contractor determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Contractor, as well as any non-Contractor alterations, relocation, service, supplies, or consumables).

b. Contractor shall perform scheduled Third Party Hardware Maintenance at such times agreed to by both parties at each Third Party Hardware location. Scheduled maintenance shall be performed as specified in the Third Party Hardware Maintenance documentation.

c. Contractor shall replace parts that are unserviceable as determined solely by Contractor on an exchange basis with new, or parts equivalent to new when used in the Third Party Hardware. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Third Party Hardware will become the property of Contractor.

d. Purchasing Entity shall perform Key Operator maintenance functions as described in the Third Party Hardware operator's manuals.

e. Contractor shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Third Party Hardware.

f. Purchasing Entity shall notify Contractor of Third Party Hardware failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.

g. Purchasing Entity shall place unscheduled maintenance requests for the Third Party Hardware by calling the Contractor's service telephone number provided by Contractor.

h. Contractor shall not be obligated to provide the following services under these Third Party Hardware Maintenance terms and conditions:

i) Additional or optional retrofits.

ii) Services as a result of Third Party Hardware relocation by Purchasing Entity.

iii) Exterior painting of the Third Party Hardware.

iv) Repair for damages resulting from Purchasing Entity neglect or abuse.

v) Performance of normal Key Operator functions as described in the Third Party Hardware operator's manuals.

vi) Third Party Hardware reconditioning.

vii) Repair of software (other than replacement of firmware).

i. Purchasing Entity agrees to make available Key Operators or a systems administrator for the Third Party Hardware. Training will be provided in accordance with the Master Agreement Price List.

j. SERIAL NUMBER AND FACILITIES STANDARDS. Contractor represents that the Third Party Hardware has a manufacturer's serial number and the Purchasing Entity represents that the Third Party Hardware will at all times be located in facilities which meet all applicable health, environmental and safety standards.

k. COMMENCEMENT & TERM, RENEWAL AND TERMINATION OF THIRD PARTY HARDWARE MAINTENANCE.

i) Third Party Hardware Maintenance Services terms and conditions become effective upon Contractor's acceptance of the of the Purchasing Entity's Order, and remain in effect for the number of months set forth in the Order.

ii) Unless the Purchasing Entity notifies the Contractor of their intent to renew the Maintenance Services on a monthly basis at least thirty (30) days' prior to the end of the Maintenance Services term, then the Maintenance Services will not be renewed, in accordance with the Master Agreement.

iii) In addition to the address to which notices are to be sent to Contractor as provided in the Master Agreement or Order, notices required to be sent to Contractor related to Third Party Hardware Maintenance shall be mailed to:

XEROX CORPORATION1301
Ridgeview Drive
Lewisville, TX 75057

l. OUTSIDE SCOPE OF THIRD PARTY HARDWARE MAINTENANCE. Third Party Hardware service activities performed outside the scope of the Master Agreement, and these terms and conditions, including, but not limited to, weekend service, key operator functions, product enhancements and engineering changes, will be negotiated separately with Purchasing Entity.

m. WARRANTY DISCLAIMERS. Aside from Contractor's obligations to provide Third Party Hardware Maintenance in accordance with the provisions set forth herein, Contractor makes no other representations or warranties relative to such service, express or implied. XEROX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO SERVICES PROVIDED HEREUNDER.

n. Notwithstanding anything to the contrary in the Master Agreement or an Order, Contractor shall not be liable for the loss of any data as a result of performing Maintenance Service activities hereunder, and Purchasing Entity shall be responsible for all necessary or desired data backup.

ATTACHMENT 14 – XEROX SAMPLE BALTORO CUSTOMER EXPECTATIONS DOCUMENT



Attachment 14 -
Xerox Sample Baltoro

ATTACHMENT 15 – XEROX BALTORO CUSTOMER ACCEPTANCE FORM

	Item	Criteria	Measure
1.	Workflow	Basic end-to-end Print Operation for Golden Jobs	Acceptance: Jobs print as described within the Customer Expectation Document (CED). See table below for list of Golden Jobs.
2.	Measurement of Print Quality	Successful production run of Golden jobs at the completion of initial installation and training period.	Acceptance: Same visual quality level as approved print samples. See table below for list of Golden Jobs.
3.	Useable Output	Output utilized	Acceptance: If Baltoro HF output is provided to meet a production / job requirement, items 1 and 2 above no longer need to be satisfied and the solution is automatically accepted.

Golden Job Table

File Name	Page Size	# of pages	Stock Requested	Drop Size at Standard Speed (Small/Medium /Large or Max)	Drop Size at High Speed (Limited to Small/Medium)
Example: Testjob.pdf: Job ID #	Example: 8.5”x11”	2	Example: Domtar ExpressJet 20lb	Example: med	Example: med

Purchasing Entity and Xerox Corporation agree that the above criteria will be used to determine that the Xerox Baltoro HF Inkjet Printer has been successfully implemented.

Purchasing Entity : _____ Date: _____

Xerox Corporation: _____ Date:_____

Customer Acceptance Sign-off

Baltoro HF Inkjet Press	**S/N:**	**Account Support Team**	
		Sales Executive:	
		Professional Services Analyst:	
FreeFlow Print Server	**S/N:**	**Service Representative:**	
		Production Color Consultant:	

Pre and Post Equipment Configuration

Equipment	Serial #	Equipment	Serial #

Implementation Activities

Pre-Sales Activities	Owner	Completion Date
Customer Expectations Document signed by Customer	Customer: Decision Maker	

Installation Activities	Owner	Completion Date
Equipment delivered and installed by Xerox in accordance with the Customer Expectations Document ("CED")	Xerox: Service Representative	

Xerox Service Representative Signature:

Training Activities	Owner	Completion Date
Customer operator and systems administration training activities completed according to the SOW by Xerox**.**	Customer: Trained Operators	

Xerox Production Color Consultant Signature:

Customer Acceptance

With my signature below, I hereby agree that my Baltoro HF Inkjet Printer has been delivered and installed, the training activities noted above have been completed, the solution implementation has been completed in accordance with the CED and the Statement of Work, and Golden Job reproduction as defined above in the Customer Acceptance Criteria have been met as of this date, and I approve the initiation of billing

Customer Signature: (Decision Maker)	Date	Professional Services Analyst:	Date

Meter Readings for the Baltoro HF Inkjet Printer as of Customer Sign-off Date:

Meter 1 (Color Impressions):_____ **Meter 2 (Black Impressions):** _____

Meter 3 (Color Large Impressions:_____ **Meter 4 (Black Large Impressions):** _____

Please report each meter digit displayed including two digits which are greyed out on the display.

Please fax completed form to: SPA, Lewisville, Texas, Fax: 1-800-407-8430

ATTACHMENT 16 – XEROX BALTORO SOW

1.1 Goals

This Statement of Work (this "SOW") outlines the professional services ("Professional Services") to be provided by Xerox Corporation ("Xerox") to the Purchasing Entity identified on the first page of this SOW ("you" or "Customer") and included in the transaction described in the applicable order-related documents ("Order") for the Xerox-brand Baltoro production inkjet solution (the "Solution" or the "System"). Professional Services activities are those performed by:
Xerox Project Management Resources:
Implementation Plan
Customer Acceptance Criteria
Xerox Professional Services Resources may include one or both of the following:
Professional Services Analyst ("Xerox PSA")
Production Color Consultant ("Xerox PCC")

1.2 Project Objective and Scope

The scope of the Project is limited to the installation and implementation of the Solution in conjunction with, and supporting workflow included within this SOW ("Project").
Initially agreed upon applications which have been tested and validated for production readiness by Customer and Xerox and which are outlined within Attachment R (Baltoro Customer Acceptance Form).

1.3 Xerox Deliverables and Expectations

1.3.1 Project Management

Xerox will conduct the necessary Project planning for periodic status reporting, issues management, and Project change management related to the installation of the Solution ("Project Management"). Project Management activities will continue from pre-install of the Solution to Acceptance and Sign-off as identified in this SOW.
Project Management support is provided for the implementation of the identified Solution within the Baltoro Order only; all other elements unrelated to the Baltoro Order are outside the scope of this SOW.
The Xerox Project Manager (the "Project Manager") will:
Provide regular status and progress reports and will work with Customer's designated Project manager / focal point to follow-up and coordinate tasks assigned to Customer's personnel .
Manage the core Project team to clearly define the Project's scope, goals and timelines.
Monitor the life cycle for the Project and each sub-project.
Develop and deploy a communication plan for the Solution.
Manage and coordinate all activities required for successful implementation of the Solution, using tools and checklists provided to Customer.
Create and provide a detailed implementation plan / timeline with dates and responsible parties (the "Implementation Plan").
Provide coordination of delivery, installation and implementation of the Solution.
Ensure Customer signs off at conclusion of Project and / or sub-projects.
Monitor progress to ensure that application support activities are delivered as outlined in this SOW.
Conduct a post-implementation steady state transition meeting.

1.3.2 Project Resources

Xerox will provide the individuals required to perform Xerox's responsibilities for the Project. Additional resources will be provided from relevant Xerox experts, as required.

1.3.3 Installation Planning

Xerox has provided Customer the Installation Planning Guide (the "IPG"). This document summarizes most

technical requirements related to the physical installation of the Solution. In particular, Xerox will:
Specify the infrastructure that Customer will need to make available for successful installation of the System.
Prior to installation, Customer will need to sign a HVAC Certificate and Floor Loading Certificate (signed by building owner) indicating that the facility meets or exceeds the specifications identified in those documents, which are included in the IPG.

1.3.4 Site Review

Prior to installation, a formal site review will be conducted. As part of the site review, Xerox will perform the following tasks for the Xerox-provided elements of the Solution:
Arrange and participate in a review of the installation site as per requirements contained in the IPG.
Provide consulting support for the site modification, including space, floor strength, environmental, electrical and networking requirements.
Validate delivery path and coordinate delivery schedule dates.

1.3.5 Workflow Components

1.3.5.1 Golden Jobs

As part of the standard order process, Xerox has identified and tested up to three (3) golden jobs that are representative of Customer's jobs (the "Golden Jobs"). Xerox will request that Customer sign 3 sets of the Golden Jobs samples that show the print quality required.
Once the System is installed at Customer site, Xerox will run the same jobs again and request that Customer sign four (4) copies of the Golden Jobs printed on their System installed at Customer's facility in order to indicate that the print quality provided by the installed System meets or exceeds that of the original Golden Jobs printed prior to delivery / installation. Then, Customer will sign off on Attachment 15 (Baltoro Customer Acceptance Form) to indicate "Customer Acceptance."
Customer will keep copies of both printed sets of Golden Jobs for future comparative reference.
Customer will ensure that the agreed-to production print-ready files and required resources for testing are made available during installation as per Project timelines. All print applications that are referenced in Attachment 15 (Baltoro Customer Acceptance Form) will be available prior to the signing of the Order.
In addition to the standard stock and consumables required for installation, as defined in Attachment 14 (Sample Baltoro Customer Expectations Document), Customer will provide the following stocks that have been identified below for use during installation:
[input Golden Job Media]

1.4 Activities

The Xerox PSA and/or Xerox PCC will provide on-site support for time periods designated below during first shift operations.

Consulting Support

During the installation process, the Xerox PSA will work with Customer as follows:
Provide necessary consulting to support the integration of the Solution within the Customer's existing network environment.
Aid in initial application migration within the implementation timeline of the Project.
Reproduce Golden Jobs after installation on the System.

Workflow and Hardware Training

The Xerox PCC will provide training for up to four (4) operators, for up to one week delivered in a single session, that will include the use of FreeFlow Print Server and color adjustment tools included with the Solution, as well as the overall print quality management. Training also encompasses tasks and exercises designed to ensure

proper use and maintenance of the Solution. Tasks can include, but are not limited to, cleaning and maintaining the printer, paper handling, print quality inspection, and printer safety.

Operator Coaching

After Customer Acceptance, the Xerox PCC will also provide coaching, for up to one week delivered in a single session, to the operators previously trained on workflow and hardware trained to further educate the trained operators on reinforcement of solution operability, color adjustments and maintenance while in live production. Tasks include reinforcement of previous tasks covered in training and may include, but are not limited to, cleaning and maintaining the printer, paper handling, print quality inspection and printer safety. Operators will be encouraged to reference their learning curriculum for reinforcement of appropriate procedures. Delivery timeframe for this activity will be scheduled between Customer and Xerox.

Additional Workflow or Hardware Training

Should Customer hire additional operators or require additional training for existing operators in the future and / or training that is beyond the scope and timeline identified above, such training will be at an additional cost to Customer and is not included in the pricing of the Order. Xerox offers a wide range of fee-based training services that are driven to meet the needs of Customer and can vary widely in terms of time, effort, and complexity. Customer is encouraged to work with its Xerox PSA to develop a custom training plan to meet such needs. Any customer training plan and any additional training and quotes for such custom training plan or additional training will be provided outside of this SOW.

1.4.1 Service Enablement

The Xerox installation team (the “Installation Team”) will resolve hardware and software issues related to installation of the System. Xerox will provide product specialists to place and assemble the Solution (a “Service Specialist”). In addition, local product-trained customer service engineers (“CSEs”) will receive mentoring from corporate trained Xerox engineers while ensuring that all set-ups and adjustments are validated.
The goal of the strategy is to provide Customer with an exceptional install experience. The Service Specialist will assist the trained operators, the CSEs and Xerox PSA with near-site / on-site service support. To accomplish this goal, the Service Specialist will:
Lead the Installation Team with the set up and installation of the Solution.
Work with the CSEs to ensure they are able to complete service repairs, adjustments and set-ups.
Facilitate resolution of any product problem / issue to product design intent.

All third party hardware and software support will be delivered by their respective vendors.

Client Responsibilities

2.1 Overview

In order to ensure a positive experience during the acquisition, planning, installation and acceptance period of the Solution, it is vital that Customer take on certain tasks and responsibilities. Customer agrees to:
Designate a Project manager / focal point to follow-up and coordinate tasks required of Customer’s personnel.
Provide the necessary personnel to carry out all Customer-related actions and tasks for the Project, and to work with Xerox on joint actions and tasks.
Allow access to the appropriate IT staff needed to enable Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements.
Arrange for designated operators to attend the operator training sessions as scheduled in this Project.
Provide the required infrastructure, including, but not limited to, floor space and utilities, to allow Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements and Project timelines.
Provide the hardware, software and licenses for required critical workflow components and arrange for the

installation of upgrades and updates of those components if required for the expected high performance of the Solution.
Prepare and make available the required features, software licenses and system settings required in existing servers to integrate the Solution into Customer's current production workflow.
Provide Xerox's Installation Team with access to the installation site as per install schedule; including the required arrangements for daily overtime and weekend work as mutually agreed by the Project Team.
Be solely responsible for the security of its data, and for all back-up measures related to such data and all software, in Customer's environment, including on the System.
Prepare and implement additional workflow procedures to best optimize the performance of the Solution.
Prepare and implement all color management procedures and practices that are enabled by the system capabilities of the Solution. These procedures will be covered in operator training.
Retain responsibility for ongoing data quality.
Be responsible for deploying of all required processes and procedures of the Solution to its users, and managing the introduction of new working practices.
Make available an external internet connection for mandatory Xerox remote service implementation. Specific information will be supplied in the IPG.
Ensure Customer's production staff is responsible for reporting any problems and issues to the Xerox Welcome Center (1-800-821-2797). The Welcome Center will get you to a solution product specialist who will work with trained operators to provide immediate solutions or dispatch a local CSE as required.
Provide production planning schedule information (e.g., jobs, volumes, ramp up, dates, etc.) as required.

Acceptance and Signoff

Upon completion of installation, final inspection of the Xerox Solution, completion of operator training, and successful achievement of the criteria outlined in Attachment 15 (Baltoro Customer Acceptance Form), the Customer will sign the "Customer Acceptance" portion of the document. Such signature indicates acceptance of the Solution, approves the initiation of billing, commencement of maintenance on the System, and signifies the System is in "production".

Signatures

I have reviewed this SOW, and understand and agree with the information included.

Purchasing Entity [Customer Name]

Name	Signature	Date

Xerox Professional Services Analyst

Name	Signature	Date

ATTACHMENT 17 – XEROX PRINTERLOGIC SOW

This Statement of Work ("SOW") for professional services, effective on the date when signed by the last party ("Effective Date"), is made by and between Xerox Corporation ("Xerox") and Customer ("Customer" and together with Xerox, the "Parties") pursuant to the terms and conditions described in this SOW. This SOW is created based upon Xerox's understanding of the Customer's requirements. This SOW further defines the goals and deliverables for this professional services project.

Goals and Objectives

The goal of this project is to provide the Customer with the PrinterLogic print management software solution.

Services Overview

This project will be delivered using the Xerox professional services. The Xerox implementation is a fixed scope engagement designed to provide Customer with the capabilities necessary to begin managing printing and related information in an efficient manner. The following services are considered to be within scope for this professional services project. Any changes to this SOW, including attachments, shall require the written consent of both Parties.

This includes the following high-level tasks:

- Discover - The Discover phase allows Xerox to refine our understanding of requirements and goals, verify assumptions, & define the solution design and delivery strategy.
- Design – The solution plan of approach is documented and the foundation for deployment is laid. (See Attachment B – Project Scope)
- Deployment – This phase addresses the installation of the solution, configuration of the solution in accordance with the solution design.
- Training – This phase enables the client administrator to receive a knowledge transfer.
- Project Close – The entire project is reviewed, closed, and ongoing support guidance is provided.

Delivery and Schedule

- All services will be delivered offsite as remote services only. Please refer to the "Customer Responsibilities" section herein for requirements to support remote access and training delivery.
- All services will be provided during normal business hours (8am-5pm Monday-Friday in the Central time zone).
- Xerox will provide the delivery and coordination of the Professional Services to assist the Customer throughout the Project.
- Xerox may assist the Customer with additional time and effort for support beyond those tasks identified in the Scope of Professional Services section above, but those activities and their associated costs are not included in this Statement of Work.
- All Professional Services shall be performed on mutually agreeable dates.
- Upon agreement by Client and Xerox of dates for delivery of Professional Services, an email confirmation will be provided, and the Professional Services shall be deemed scheduled. Both Xerox and Customer shall use commercially reasonable efforts to attend all scheduled Professional Services meetings. The repeated cancellation of Professional Services meetings may result in Project delay and additional costs.
- Customer may reschedule or cancel previously scheduled Professional Services registration up to five (5) business days prior to the scheduled start date. Professional Services registration that are cancelled or rescheduled with less than five (5) business day notice may be subject to late fees equal to up to one (1) full day fees.
- Customer acknowledges and agrees that once the Professional Services has begun, Customer shall cooperate with Xerox for the duration of the Professional Services schedule. In the event Customer delays work in the middle of the Project, Customer shall be responsible to Xerox for the days delayed and Xerox shall submit a Project Change Request to modify the completion date and additional costs for Project completion.
- All Professional services will be deemed as delivered and complete when all tasks of this SOW are executed.

Exclusions

- Software integrations or interactions with any applications not specifically mentioned are not included.

Customer Responsibilities

Customer is responsible for the following actions, which are necessary to ensure Xerox's effective delivery of the services described in this SOW within a timely manner:

- Provide a single point-of-contact (typically the Project Sponsor or Project Manager) with signoff authority to work with Xerox and affirm project completion who is fluent in the English language.
- Provide access to key Customer IT resources during the install: server administrator, network administrator, and database administrator.
- Provide access to key Customer personnel with knowledge of the current environment and business processes.
- Coordinate/facilitate communication between Xerox personnel and Customer personnel who support this effort.
- Prior to project start (mandatory), provide the following: Installation and configuration of all servers, including hardware, operating system, enterprise database manager services, including patches and service packs at the agreed / supported level, along with network integration, backups, and disaster recovery / failover if required.
- Provide any required network connections from the server location to the workstation installations.
- Perform a backup of any current on-premise production environments (install directory, database tables) per Xerox instructions before test and production installs.
- Provide / enable remote access to all servers and Customer systems involved in this project, including administrative accounts (operating system and database).
- Provide VPN access to all servers defined in this SOW Support/participate in all installation activities, if possible. Xerox recommends that the system administrator "ride along" for the majority of the time spent on installation, upgrade, and configuration whenever possible.
- The Customer will not share any software code or confidential intellectual property belonging to the Customer or any other company with Xerox Corporation or its employees or contractors.
- In order for Customer to manage the system after Go-Live, Customer will have at least one (1) person trained. However, Xerox recommends that Customer have two (2) administrators trained for each of the proposed software platforms. As part of the SOW, required training is provided. Failure to maintain the software systems will result in poor performance and unreliable operation. Support requests associated with untrained operators or poor system maintenance will not be supported, and may result in service charges for repair or recovery. Customer is responsible for all travel related expenses for Personnel to attend and complete the training.

Project Assumptions and Risks

This proposal is based upon the following assumptions:

- The information provided to Xerox prior to the development of this SOW is accurate
- Xerox will have at least four weeks from date of acceptance, as evidenced by Customer authorized signature on this document, to plan, staff and begin the proposed project
- Any customizations of the software implemented through scripting or other API-based changes which need to be migrated forward must be addressed under the assumptions stated in the "In Scope" Section

The identified risks to the project schedule or costs are:

- Availability of Customer staff to participate in the project
- Availability and configuration of new production hardware
- Availability of remote access

Project Change Request

During the engagement, if Xerox discovers information or requirements that would change the scope of the project, as defined in the agreed-to SOW, a Project Change Request ("PCR") will be introduced for approval. The PCR will identify revised tasks along with an adjusted price associated with the required change(s). The PCR will describe the change(s), the rationale for the change(s), and the effect the change(s) will have on the project timeline/budget/technology/quality. The Customer will review the proposed change(s) and will approve, or reject. A PCR must be signed by both parties to authorize implementation of the investigated changes. Such price, schedule and other terms shall be reasonable and consistent with the Terms of this SOW, as applicable.

Delay or Abandonment

A successful project requires diligence and timely participation by both Parties. In the event that the Customer delays the

engagement by not delivering against defined commitments, not scheduling or participating in required events, or otherwise extending the timeline of the engagement, Xerox reserves the right to adjust the delivery dates and the professional fee and re-invoice the Customer for any additional work and associated incurred costs that result from the delay. Any adjustment to fees shall be in compliance with the NASPO Value Point Master Agreement ("Master Agreement") pricing. Further, if the Customer's team ceases to interact with Xerox for a period of more than four weeks, the project will be deemed to be concluded and final billing will be submitted.

Completion

The project will be complete when the effort estimated (hours) for the work plan presented above has been exhausted. Upon completion of the project, Xerox will submit an Acceptance Sign-Off document for signature by the authorized Customer representative. This document summarizes the deliverables outlined in the SOW and any relevant PCR(s). Signature by the Customer representative signifies completion of the project defined by that SOW and any relevant PCR(s). If the Customer does not return the signed Acceptance Sign-Off document to Xerox within five (5) business days of the Acceptance Sign-Off document submission, the Acceptance Sign-Off document is deemed accepted by Client and Xerox is entitled to proceed with final billing.

Software Maintenance and Support

All software being deployed or configured within this SOW must have an active support & maintenance agreement. Software support provides access to technical email and phone support for the Xerox-provided solution components. Support is limited to troubleshooting assistance to identify the root cause of the issue or corrective action where the root cause is determined to be within the Xerox delivered configurations. Customer provides standard Level 1 support for End Users. Xerox provides standard Level 2 Support. Only a Customer's designated software administrator may open a support ticket by sending an email to AppSupportSW@xerox.com. Support is available 8 am to 5 pm, Monday-Friday, Normal Working Hours, except local holidays.

Support often includes free access to software patches, updates, and version upgrades. See your software license agreement for specific details. Professional services to install, deploy, or configure any software updates, patches, or upgrades are not covered by software maintenance & support. Other changes to the infrastructure, established communications protocol, or data formats following release to the Customer, are also not covered.

SOW Validity

This SOW is valid for a period of thirty (30) days. If the SOW is not signed within the thirty-day time period, an updated SOW must be requested. An updated SOW may include a change in the deliverables, terms, and/or pricing. The SOW must be signed in order to proceed with work. Xerox is not bound by any SOW or scope document that is not signed by authorized representatives of both Parties. Upon receipt of a Customer signed SOW; Xerox has thirty (30) days in which to assign the SOW to a Software Engineer.

List of Attachments

Attachment A	Professional Services
Attachment B	Project Scope
Attachment C	Software Licenses & System Requirements
Attachment D	End User License Agreement

Acceptance

By signing below, Customer authorizes Xerox to commence performance of services as described in this SOW.

Customer		Xerox Corporation	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

ATTACHMENT A
Professional Services

Professional services included with this project are provided in the table below. Any changes to the quantity, rate, or type of services must be accomplished in accordance with the project change request clause of the SOW, whether initiated by Xerox or the Customer. PrinterLogic software license and Professional Services prices are included in the applicable NASPO ValuePoint Master Agreement Xerox Group Price List.

Pricing includes the Discover, Design, Deployment, and Training Services Phases. Professional Services are billed based upon a time and materials basis for actual hours required to deliver the project. Xerox provides project management services during this project to manage and coordinate meetings, assign tasks, and track deliverables for the duration of the project. This is a key element to keep the project on schedule and within budget.

Select One	Item	Description	Hours Included
☐	Professional Services – SMB Package Overview	The SMB Package typically covers environments with 0 – 200 printers but does not include additional licensed bundles.	5.00
☐	Professional Services – Bronze Package Overview	The Bronze package covers environments with 0 – 1000 printers but does not include additional licensed bundles.	25.00
☐	Professional Services - Silver Package Overview	The Silver Package covers environments with 500 – 1000 printers including additional licensed bundles.	50.00
☐	Professional Services – Gold Package Overview	The Gold Package covers environments with 1000 - 3000 printers including additional licensed bundles.	75.00
☐	Professional Services Enterprise Package Overview	The Enterprise Package covers environments with 3000+ printers with any additional licensed bundles.	120.00

ATTACHMENT B
Project Scope

Description of Services

Commencement of the work described below will be dependent on the availability of any software license keys and/or hardware (servers, multifunctional printers (MFPs), scanners, etc.) required for successful deployment of the project. Any tasks to be completed by the Customer, or dependent on Customer's resources and availability, cannot be estimated by Xerox.

Deliverables

This engagement will be comprised of the following activities and Deliverables as listed below.

Key Activities & Deliverables

Discover

- Conduct discovery session covering topics which may include:
  - System requirements review
  - Deployment process

Design & Deployment

- Develop a design summation based on the results of the Discover phase, which may include:
  - Authentication methods
  - Print release configuration
- Setup and configuration will include the following:
  - Provision Customer's PrinterLogic Portal
  - Install printers and print drivers into the PrinterLogic portal [Note: May include using the Printer Migration tool for existing Print Servers]
  - Configure Printer Profiles if specific settings are required
  - Load Floor Plan and position printer on Floor Plan: Yes ____ No ____
  - Create distribution templates to provide the correct printer based on defined criteria
  - Provide access to the PrinterLogic Client installer tool or URL
- Test system for accuracy.
- Promote system to production status.

Training

- Provide up to one thirty (30) minute administrative training and knowledge transfer for up to two (2) individuals.

Project Close

- Provide guidance for future support engagements.
- Review Customer satisfaction and obtain feedback.
- Obtain Customer signature on project acceptance form.

ATTACHMENT C
Software Licenses and System Requirements

The software licenses and/or services required to implement the solution described in this SOW are set forth in the following table. Licensed software is based on Customer provided information and subject to change if Customer revises their requirements. If changes are required, they must be accomplished in accordance with the change clause section of the SOW whether initiated by Xerox or the Customer.

Software	Quantity
PrinterLogic SaaS Core	1

Key Considerations

- Customer must provide a list of printer names, IP addresses and the driver type (PCL6 or PS) for each device.
- Customer must provide a list of print driver profiles if custom configurations are requested. The list must include the printer name and the default settings required for each profile.

System Requirements

Below is a list of the Customer's system requirements. Such list is subject to change based on technology advancements.

Client OS and Hardware

This PrinterLogic Client supports the following operating systems.

X86	X64
Windows 10/11	Windows 10/11/2016/2019/2022
	macOS 11 (Big Sur) macOS 12 (Monterey) macOS 13 (Ventura)
	Ubuntu Linux (LTS) 18.04 Ubuntu Linux (LTS) 20.04 Red Hat 7 Red Hat 8

OTHER
Chrome OS 88+

The Admin Console interface displays a list of the supported operating systems in **Tools > Settings > General**, as shown here.



Client workstations must have hardware capable of running the operating system with 30MB free hard disk space for the client installation. Additional space for print drivers being installed may be required as well.

> ⚠ The use of ARM processors is currently not supported for Service Client machines and end-user workstations.

Supported SNMP Versions

If SNMP is enabled, PrinterLogic leverages metadata to ensure precise reporting, SNMP information retrieval, Pull Print/Secure Release Print functionality, and synchronization of identities and email addresses from local PrinterLogic users. For a comprehensive list of the collected metadata and concise descriptions of their use cases see the Metadata Collected by Printerlogic topic.

- SNMP v1
- SNMP v2
- SNMP v3

Supported Browsers

- Microsoft Edge (Chromium)
- Safari 15, 16
- Firefox 3+ and current release
- Google Chrome 88+

Browser Extensions

Edge (Chromium) Extension

The Edge (Chromium) extension can be found in the Microsoft Store listed as the PrinterLogic Extension v x.x.x.x. This extension is currently only supported for Windows OS. Visit the Microsoft Edge (Chromium) Extension documentation for more information on installing it.

Prerequisites for Edge (Chromium) to function correctly:

Chrome Browser Extension

The Chrome extension can be found in Chrome Web Store listed as the PrinterLogic Extension vx.x.x.x.

Chromebook OS Extension

The Chromebook extension can be found in the Google Admin Console listed as Extension ID: ***llhfdhidddepenjnklbngmapjohlbekh***

Firefox Browser Extension

Open the Firefox browser and browse to https://www.printerlogic.com/browser-extension/ to install the extension.

ATTACHMENT D
End User License Agreement

IMPORTANT—PLEASE READ CAREFULLY. This End User License Agreement (the "EULA") is a legal agreement between PrinterLogic, Inc. dba Vasion, a Delaware corporation ("PrinterLogic") and "you," the recipient of PrinterLogic's software product, as described on the applicable PrinterLogic quote, or otherwise provided to you under any trial period ("Trial Period"), and which may include associated media, printed materials, and online or electronic documentation (the "Software"). You and PrinterLogic are referred to individually as a "Party" and collectively as the "Parties."

BEFORE USING THE SOFTWARE, PLEASE CAREFULLY READ THIS EULA. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THIS EULA. IF YOU DO NOT AGREE TO ANY TERM OR CONDITION OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE.

1. LICENSE GRANT. Subject to, and provided that you comply with, all of the terms and conditions hereof, PrinterLogic hereby grants to you and your Affiliates (defined below) who become a party hereto (collectively referred to as "you") a non-exclusive, non-transferable, limited, revocable license to use the Software during the Term (as defined below) (the "License"). For purposes of the EULA, the term "Affiliate" means any corporation, association or other entity that directly or indirectly controls, is controlled by, or is under common control with you, where "control" means the ownership of the majority of equity and/or voting rights of such corporation, association, partnership, or other entity. Regardless of the type, size, or medium of the Software and except as otherwise expressly provided herein, the License granted to you hereby entitles you to (i) install, use, access, display, and run one (1) copy of the Software on your server, and (ii) install, access, and maintain one (1) back-up copy of the Software on a backup server. You agree to be responsible for the acts and omissions of the end users of the Software in breach hereof. PrinterLogic reserves any right not expressly granted to you herein.

2. PRINTER LICENSE COUNT. Every printer object created in the Software consumes one printer license. For example, if two printer objects are created for a single physical printer (one for black and white printing and one for color printing) then two printer licenses are consumed. As printer objects are added or removed from the Software the remaining available license count decreases or increases respectively.

3. TERM AND TERMINATION. The term of the license granted pursuant to this EULA shall commence upon the earlier of (i) your purchase of the Software, or (ii) your installation of the Software, and shall continue in perpetuity, for perpetual licenses ("Perpetual License"), or for the period specified on the PrinterLogic invoice, for subscription licenses ("Subscription License"), or until the conclusion of the Trial Period, if applicable (the "Term"). Notwithstanding the foregoing, PrinterLogic shall have the right to terminate your rights hereunder immediately (A) in the event that you breach the terms of this EULA and such breach remains uncured for a period of fifteen (15) days after PrinterLogic provides notice to you of such breach, or (B) in the event that you breach the terms of this EULA and PrinterLogic reasonably determines that such breach has or will likely cause material harm to PrinterLogic. Upon any such termination, you agree that you will destroy all copies of the Software, including any Supplemental Components (as defined below).

4. ADDITIONAL SOFTWARE/SERVICES. The terms hereof apply to the Software and to any upgrades, supplements, add-on components, or Internet-based services components of the Software, if any ("Supplemental Components"), that PrinterLogic may provide to you or make available to you for purchase after the date of this EULA unless other terms are provided along with such Supplemental Components. If other terms are not provided along with such Supplemental Components, then such Supplemental Components shall be deemed a part of the Software licensed hereby and all of the terms and conditions hereof shall apply to the Supplemental Components, including ALL DISCLAIMERS, LIMITATIONS ON DAMAGES, AND SPECIAL PROVISIONS PROVIDED HEREIN AND/OR OTHERWISE PERTINENT TO THE SOFTWARE.

5. INTELLECTUAL PROPERTY RIGHTS. The Software, including, but not limited to any web pages, images, photographs, animations, video, audio, music test, and applets, is protected by U.S. and foreign copyright laws and international copyright treaties, as well as by other such intellectual property laws and treaties. The Software incorporates various intellectual property rights that may include copyrights, trademarks, patents, trade secrets, and other proprietary rights (collectively, the "Intellectual Property Rights"). Although you have been provided with a copy of the Software, PrinterLogic retains all rights, title and interests in and to the computer software comprising the Software and all Intellectual Property Rights embodied therein or related thereto other than the license rights expressly granted to you hereunder.

6. TRADEMARKS. Notwithstanding anything contained herein to the contrary, you hereby acknowledge PrinterLogic's exclusive right, title and interest in and to all present and future names, service marks, trademarks, copyrights, labels, insignias, slogans, symbols, designs and other characteristics used by PrinterLogic in connection with the sale of the Software (the "Trademarks"). As between the Parties, the Trademarks will remain the sole property of PrinterLogic at all

times.

7. PROTECTION AND SECURITY. During the Term and for a period of three (3) years thereafter, You agree to use its best efforts and to take all reasonable steps to safeguard PrinterLogic's Software and Supplemental Components, to ensure that no unauthorized persons have access thereto and that no unauthorized copy, publication, disclosure, or distribution, in whole or in part, in any form, is made. You acknowledge that the Software contains valuable confidential information and trade secrets of PrinterLogic and that unauthorized use, disclosure and/or copying of the Software would be extremely harmful to PrinterLogic.

8. NOTICE OF UNAUTHORIZED USE. You agree to notify PrinterLogic as soon as reasonably practicable in writing of the existence of any unauthorized copying, access, disclosure, distribution, possession, modification, transfer, reproduction or other unauthorized use of the Software of which you or your agents or employees become aware.

9. NO COPIES, TRANSFERS, OR MODIFICATIONS. YOU MAY NOT MAKE COPIES OF THE SOFTWARE EXCEPT AS EXPRESSLY PERMITTED IN SECTION 1 (LICENSE GRANT). YOU MAY NOT, WITHOUT THE EXPRESS WRITTEN CONSENT OF PRINTERLOGIC, (I) LOAN, SHARE, RENT, LEASE, LEND, SUBLICENSE, DISTRIBUTE, SELL, OR OTHERWISE TRANSFER THE SOFTWARE OR A BACK-UP COPY TO ANY THIRD PARTY OR ANOTHER USER, OR (II) MODIFY THE SOFTWARE OR CREATE DERIVATIVE WORKS THEREFROM.

10. NO REVERSE ENGINEERING. The Software contains valuable trade secrets of PrinterLogic. You agree that you will not, directly or indirectly, and will not allow any of your Affiliates to, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code from the Software.

11. SERVICE-LEVEL AGREEMENTS AND SUPPORT SERVICES. In connection with your licensing of the Software, you will receive the services and support as described in the appropriate PrinterLogic Service-Level Agreement applicable to your license of the Software, which is incorporated herewith, and updated from time to time, found at: https://www.printerlogic.com/support-sla/. .

12. NO LIABILITY FOR ACTIONS OF THIRD PARTIES. In the event that you were introduced to PrinterLogic or to the Software by someone other than PrinterLogic (a "Third Party"), you hereby agree to the following: (i) PrinterLogic is not responsible and cannot be held liable to you for such Third Party's mistakes, misrepresentations, or other conduct towards you; and (ii) you have done an independent evaluation of the Software, reviewed the manuals, specifications, and other materials provided by PrinterLogic on its website or otherwise, and are not relying on statements by such Third Party regarding the Software.

13. INDEMNIFICATION. Indemnification by PrinterLogic. PrinterLogic agrees to defend, indemnify, and hold you and your Affiliates, and the parents, subsidiaries, directors, officers, employees, and agents of you, harmless from and against any and all losses, debts, liabilities, claims, demands, causes of action and expenses (including attorneys' fees and expenses) asserted by third parties arising out of or resulting from (a) the breach by PrinterLogic of any of its representations, warranties, covenants and agreements contained within this EULA, or (b) infringement of a third party's Intellectual Property Rights, at PrinterLogic's expense and with PrinterLogic's counsel; provided that, upon receiving written notice of any such claim, you promptly notify PrinterLogic in writing of any such claim. You shall cooperate with PrinterLogic, at PrinterLogic's expense, in defending or settling such claim and you may join in defense with counsel of your choice at your own expense. If the Software is, or in the opinion of PrinterLogic may become, the subject of any claim for infringement or if it is determined in a adjudicative manner that the Software infringes on the rights of a third party, then PrinterLogic may, in lieu of monetary damages, at its option and expense, either (i) procure for you the right from such third party to use the Software consistent with this EULA, or (ii) replace or modify the Software with other suitable and reasonably equivalent products so that the Software becomes non-infringing. PrinterLogic shall have no liability for any infringement arising from your use of other than the current version of the Software, or your use of the Software in a manner other than as set forth in this EULA and any accompanying documentation. THIS SECTION STATES PRINTERLOGIC'S ENTIRE OBLIGATION WITH RESPECT TO INDEMNIFICATION.

14. LIMITED WARRANTY. PrinterLogic warrants that it is the owner of the entire right, title and interest in and to the Software, and that the use of the Software, as contemplated herein, does not conflict with, misappropriate, or infringe the rights of any third party. PrinterLogic further warrants that (i) the Software will perform substantially as advertised, and (ii) any support services provided by PrinterLogic shall substantially comply with the appropriate service-level agreement.

15. LIMITATIONS ON WARRANTIES. The above warranty excludes damage or failure resulting from abuse, misuse, alteration, unauthorized modification, acts of nature or disaster, or unauthorized repair or installation. PrinterLogic does not warrant that the operation of the Software will be uninterrupted or error free or that the Software is not vulnerable to fraud or

unauthorized use. THE REMEDIES SET FORTH HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, PRINTERLOGIC DISCLAIMS ALL WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ON THE SOFTWARE AND ALL SUPPLEMENTAL COMPONENTS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SOFTWARE AND ANY SUPPLEMENTAL COMPONENT THERETO. YOU ACKNOWLEDGE AND AGREE THAT PRINTERLOGIC HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES AND/OR SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 16, AND THAT YOU ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES OR SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTION 15.

16. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PRINTERLOGIC, ITS RESELLERS, SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY, TORT, CONTRACT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR GOODWILL, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF USE DAMAGES, LOST BUSINESS, OR ANTICIPATED PROFITS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, AND/OR ANY SUPPLEMENTAL COMPONENT THERETO, EVEN IF PRINTERLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND YOU HEREBY ASSUME ALL RISK AS TO THE QUALITY, PERFORMANCE, OPERATION OF AND/OR INABILITY TO OPERATE THE SOFTWARE AND/OR ANY SUPPLEMENTAL COMPONENT THERETO. IN NO EVENT SHALL PRINTERLOGIC'S TOTAL LIABILITY HEREUNDER EXCEED (i) IN THE EVENT YOU HAVE A PERPETUAL LICENSE, THE INITIAL AMOUNT PAID BY YOU FOR THE PERPETUAL LICENSE, OR (ii) IN THE EVENT YOU HAVE A SUBSCRIPTION LICENSE, THE AGGREGATE AMOUNT THAT YOU HAVE PAID FOR THE SUBSCRIPTION LICENSE DURING THE MOST RECENT TWO (2) YEARS. PRINTERLOGIC SHALL HAVE NO LIABILITY FOR YOUR USE OF THE SOFTWARE IN A MANNER THAT DOES NOT CONFORM TO THE SOFTWARE SPECIFICATIONS THAT WERE PROVIDED TO YOU.

17. CUSTOMER REMEDIES. In the event that there is a defect in the Software, you expressly acknowledge and agree that your exclusive remedy shall be that PrinterLogic shall either (i) return the prepaid unused fees for the Software, if any, or (ii) repair the Software. The choice between such remedies shall be in PrinterLogic's sole discretion. Notwithstanding the foregoing, these remedies are void if failure of the Software resulted from accident, abuse, or misapplication by you.

18. EQUITABLE REMEDIES. You acknowledge and agree that damages at law may be inadequate remedies for the breach of certain sections hereof and, accordingly, agree that PrinterLogic is entitled to injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security. The rights set forth in this Section shall be in addition to any other rights that PrinterLogic may have at law or in equity.

19. DATA PROTECTION. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of General Data Protection Regulations (the "Directive") to the extent it applies to each of them.

19.1 For the purpose of this clause 'data controller', 'data processor', 'data subject', 'Information Commissioner', 'personal data', and 'processing' shall have the meanings given to them in the Directive.

19.2 The parties agree that you are the data controller in respect of any personal data that PrinterLogic processes in the course of providing services for you (other than business contact data processed by the PrinterLogic to allow it to manage your account), and that PrinterLogic is the data processor of said personal data.

19.3 Further, the parties agree that you are the Data Exporter and PrinterLogic is the Data Importer as defined within the standard contractual clauses as amended and set forth in Exhibit A below, and the parties agree to the terms and conditions of the said standard contractual clauses.

20. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is subject to certain export restrictions of the United States Government. If you are (i) in a country to which export from the United States is restricted for anti-terrorism reasons, or a national of any such country, wherever located, (ii) in a country to which the United States has embargoed or restricted the export of goods or services, or a national of any such country, wherever located, or (iii) a person or entity who has been prohibited from participating in United States export transactions by any agency of the United States Government, then you may not access or use the Software. By accepting this License, you warrant and represent to PrinterLogic that (1) none of

the criteria set forth in (i), (ii), or (iii) above apply to you, (2) that you shall not export or re-export Software to any country, person, or entity subject to U.S. export restrictions, including those persons and entities that match the criteria set forth in (i), (ii), or (iii) above, and (3) that neither the United States Bureau of Industry and Security, nor any other U.S. federal agency, has suspended, revoked, or denied your export privileges.

21. EXPORT LIABILITY ASSURANCES. You agree and certify that the Software shall not be exported outside the United States except as authorized and permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by you outside the United States, you agree that you shall not re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software.

22. GOVERNING LAW; SUBMISSION TO JURISDICTION. This EULA shall be governed by and construed under the laws of the State in which the Purchasing Entity resides, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. By entering into this EULA, you irrevocably submit yourself and your principals individually to personal jurisdiction in courts of the State of the Purchasing Entity and agree that jurisdiction for any dispute shall be solely within the State of the Purchasing Entity and waive any forum non conveniens defense.

22.1 Notices. Specific notices applicable to users of the Software, technical support, system security and other account notices will be given by electronic mail to the email address on record in PrinterLogic's account information. All legal or dispute-related notices will be sent by first class mail or express delivery, if to PrinterLogic, attention PrinterLogic Legal Department, at 432 S Tech Ridge Dr, St. George, UT 84770, U.S.A., and if to you, to your account representative and address on record in PrinterLogic's account information, or such other addresses as either Party may designate in writing from time to time.

23. ENTIRE AGREEMENT. This EULA and any applicable PrinterLogic quote, invoice, and/or service level agreement relating to the Perpetual License or Subscription License executed by the Parties, constitutes the entire agreement and understanding between you and PrinterLogic relating to the subject matter hereof, and PrinterLogic is not obligated under any other agreements, unless in writing and signed by an authorized representative of PrinterLogic. You hereby confirm that PrinterLogic has not made any statements or representations that are not outlined in this EULA and that you have not entered into this EULA in reliance on any statement(s) or representation(s) not expressly set out herein.

24. HEADINGS; SEVERABILITY; WAIVER; AMENDMENT; ASSIGNMENT. The headings of the Sections and subsections hereof are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision hereof. If any provision hereof (or part thereof) is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from this EULA, while the remaining provisions hereof shall continue in full force and effect. No failure or delay by PrinterLogic in exercising any right, power or remedy hereunder shall operate as a waiver of any such right, power, or remedy, nor shall any single or partial exercise of such right, power, or remedy by PrinterLogic preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law. This EULA may only be amended in a writing executed by PrinterLogic and you, specifically setting forth such amendment. You may not assign, sublicense, or transfer this EULA or any rights or obligations hereunder without the prior written consent of PrinterLogic. Any such attempted assignment, sublicense, or transfer shall be null and void. PrinterLogic may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer upon written notice to you.

25. CONSTRUCTION; FORCE MAJEURE. In the event an ambiguity or question of intent or interpretation arises, this EULA shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of the provisions hereof. If PrinterLogic is unable to perform its obligations due to reasons beyond its reasonable control, then PrinterLogic's performance shall be excused and the time for performance extended for the period of delay due to such occurrence.

26. CONTACT. If you have any questions regarding this EULA please contact PrinterLogic at support@printerlogic.com.

EULA EXHIBIT A

(Amended) Standard Contractual Clauses—controller to processor

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: the individual or entity that is a recipient of PrinterLogic's service as described on the applicable invoice or order form, or otherwise provided to said individual or entity under any trial period. (the data exporter)

And

Name of the data importing organization: PrinterLogic, Inc.

Address: 912 West 1600 South, Suite C-201, St. George, UT 84770 USA

Tel: (435) 652-1288 e-mail: legalteam@printerlogic.com

Other information needed to identify the organization: www.printerlogic.com .

(the data importer)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and, in particular, the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter’s behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data

importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorized access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter once in any twelve month period to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the appropriately professionally qualified and sufficiently competent personnel of data exporter or [an inspection body composed of independent members] in possession of the required professional qualifications bound by a duty of confidentiality (which the importer may require to be made directly with it), selected by the data exporter, where applicable, in agreement with the supervisory authority. The parties agree that (i) where the data importer has achieved relevant certification it shall be permitted to substitute evidence of such certification in place of the requirement to submit to an audit under this clause and (ii) where the data importer has already undergone an audit within the previous three (3) year period then it shall be permitted to provide a copy of the resulting report to the data exporter as evidence of its compliance with the relevant data protection laws. The foregoing is subject to the provision that any resulting report shall be maintained as strictly confidential, an original copy is promptly provided to the importer by or on behalf of the exporter and all intellectual property rights in the report and its contents shall be deemed to be those of the importer.

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter of the nature of any sub-processing and will make available to the data exporter notification of any changes to such sub-processors on its website (the data exporter hereby consents to such sub-processing rights and notification obligations;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly on request a redacted copy of any sub-processor agreement it concludes under the Clauses to the data

exporter.

6. Liability

The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

8. Governing law

The Clauses shall be governed by the law of the Participating State in which the data exporter is established.

9. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

10. Sub-processing

The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Participating State in which the data exporter is established.

The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

11. Obligation after the termination of personal data-processing services

The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

The Participating State may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Subject Matter & Duration of the Processing

The Data Exporter has contracted with the Data Importer for certain software services. In its use of the software services the Data Exporter will upload certain personal data into the software's database which may be stored at the Controller's election either on servers outside of the EEA, at the time of writing on Amazon Web Services (AWS) in the United States or within the EEA (including the United Kingdom) at the time of writing on Amazon Web Services (AWS). The data may be accessed, on the Data Exporter's request, by the Data Importer in order to provide technical support services. The personal data will be processed for the duration of the contract for software services and for a further period of thirty (30) days to allow appropriate time for deletion and any requested return of the data to the Data Exporter.

Data Subjects

The personal data transferred concern the following categories of data subjects (please specify): End users of the PrinterLogic application which may include employees and other personnel of the Data Exporter or of the customers of the Data Exporter, solely at the discretion of the data exporter.

Categories of Data

The personal data transferred may concern the following categories of data: First name, last name, email address, title of

printed document, username and password.

Special Categories of Data (if appropriate)

The personal data that may be transferred would not normally concern any special categories of data, but data exporter is in control in this regard.

It should be noted that in Pull Printing mode the software will capture and store the title of a document which will be produced in print reports accessible to the licensor's IT personnel. The title of printed documents which may be reported [and stored] will be the title of the document as transmitted to the printer to be printed. This title may therefore contain special category data or personal data belonging to the data subject for which the data exporter may need to satisfy itself that it has obtained the express consent of the data subject to transfer in order to comply with its legal obligations under the General Data Protection Regulation 2016/679 (GDPR).

The Data Exporter is in control and may turn this function on or off as it sees fit.

If controller turns this function off, Pull Printing mode within the software will capture and temporarily store the title of a document which will be encrypted and not accessible to the licensor's IT personnel and will be temporarily stored until released from the print queue by the transmittor of the document or for a period of time elected by the Controller until automatic expiry.).

Processing operations

The personal data transferred will be subject to the following basic processing activities:

PrinterLogic does not typically actively use or access any data including personal data that data exporter uploads to its services and products, except where it is necessary to provide technical support to the data exporter at the Data Exporter's request.

PrinterLogic's print driver management software (offered as a SaaS solution or an on-premise solution) performs two services that involve personal data:

1. Print Job Auditing and Reporting

– The software provides the customer with the following information via a print report:
– Quantity of pages each department prints weekly, monthly or quarterly

– Usage of any given printer to determine if a printer can be phased out

– Actual cost of printing—itemized by department, location or printer

– Customer's top 100 printer users

– Identification of users who frequently initiate large print jobs

– Notification of when a user prints a document labelled as "classified"

– Overall printer usage data and printer consolidation guidance

– Monitoring and reporting of all USB printing

2. Active Directory

A PrinterLogic customer can establish an Active Directory within the PrinterLogic software that identifies authorized users for a specific printer along with what manner the authorized user may use the printer. (ie. Printing in color or black and white only) The customer controls the information needed to run such authorizations (e.g. username, pin number, ID number, etc.)

For the on-premise solution, the PrinterLogic software is installed behind the customer's firewall and PrinterLogic does not have access to the customer's network unless granted access during a product support request. For the SaaS solution, a client is installed locally that communicates with the PrinterCloud product hosted in Amazon Web Services which customers may elect to be stored on servers in the United States or in the EEA (including the United Kingdom).

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

1. Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) The Services use, or enable PrinterLogic customers to use, industry-accepted encryption products to protect Customer Data and communications during transmissions between a Customer's network and the Services, including 128-bit TLS Certificates and 2048-bit RSA public keys at a minimum. Data at rest is also encrypted.

2. Liability

The Parties agree that the following shall supplement their respective liabilities as set out in paragraph 6 of the Standard Contractual Clauses:

If one party is held liable for a violation of the clauses committed by the other party or otherwise suffers any damage resulting from or connected to such violation, defaulting party shall be liable for direct damages, costs, charges, damages, expenses or losses the non-defaulting party has incurred provided that such liability shall be limited to direct damages only (excluding any indirect, exemplary, incidental, special or consequential damages) and shall be limited to a sum equal to the fees paid to PrinterLogic by the Customer in the 12 months preceding the occurrence of the event triggering the damages.

Nothing in this paragraph 2 shall be construed so as to limit or restrict the rights of the data subject including the right to compensation to the extent that such restriction is not permitted by the GDPR or these Standard Contractual Clauses.

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses (processors).
Data Importer and processor shall comply with all requirements that the General Data Protection Regulation 2016/679 (GDPR) imposes on processors and are collectively referred to as "processor" in this Appendix 3. "Controller" is the data exporter or the data exporter's customer. Without limiting the generality of the foregoing, processor agrees that it:

(a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; also, the processor shall immediately inform the controller if, in its opinion, an instruction infringes the GDPR, national data protection laws in the EU or other applicable law;

(b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all measures required pursuant to Article 32 of the GDPR (security of processing);

(d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor. Notwithstanding the foregoing:

(i) the Data Exporter agrees that the Data Importer shall be free to engage sub-processors in connection with the software services provided that the appointed sub processors fulfil the requirements of the Model Clauses. Notwithstanding the foregoing the Data Importer shall publish a list of its current sub processors in a direct communication to the Data Exporter;

(ii) The Data Importer shall inform the Data Exporter of any proposed additions or replacements to the sub processors. Upon such notification, the Data Exporter shall have 10 days in which to provide the Data Importer with any detailed and reasonable objection or concern it may have regarding the proposed appointment;

(iii) [In the event of such objection the Data Importer is not obliged to consider or accommodate the Data Exporter's position but shall permit the Data Exporter to terminate its services agreement on written notice to the Data Importer];

(iv) If the Data Exporter does not raise any objection or concern within the 10-day period then without limiting any of its rights or remedies under the GDPR it shall be deemed to have consented to such changes; and

(e) taking into account the nature of the processing, assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, including, without limitation, right to access, rectification, erasure

and portability of the data subject's personal data; (for the avoidance of doubt, processor shall only assist and enable controller to meet controller's obligations to satisfy data subjects' rights, but processor shall not respond directly to data subjects)

(f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (Security of personal data) taking into account the nature of processing and the information available to the processor;

(g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless it is required to retain storage of the personal data;

(h) without limiting the provisions of paragraph 5(f) of Exhibit A the parties agree that the Data Importer shall in accordance with Article 28 of the GDPR and at the request of the Data Exporter once in any twelve-month period submit its data-processing facilities for audit of the processing activities covered by these Standard Contractual Clauses.

ATTACHMENT 18 – XEROX EQUIPMENT TAKE BACK OPTIONS FOR US CUSTOMER

All electronics contain materials that are hazardous to the environment. The safe management of used electronics is very important. Many states have enacted Provider Responsibility laws to ensure used electronics are kept out of landfills and hazardous materials are recovered and managed responsibly.

Xerox has established a mail-back program for several states and participates in a few state-run programs. Please select your state below to learn about available recycling options.

CONNECTICUT

Residents that have purchased Xerox® Office Equipment, such as desktop printers and "all in one" devices for use in their homes can recycle their end-of-life equipment free of charge through the State's electronic waste recycling program. You can drop off your electronics at one of the many locations established by the State.

More information about Connecticut's electronic waste program is available at Connecticut Department of Energy and Environmental Protection

DISTRICT OF COLUMBIA

Xerox will accept, on a one-to-one basis with the purchase of the same type of covered electronic equipment, covered electronic equipment that is offered for return by a person in the District.

Consumers who have purchased Xerox® Office Equipment, such as desktop printers and "all in one" devices that weigh less than 100 pounds that are not, nor can be, configured as floor devices or point of sale receipt printers, are asked to recycle your electronic waste.

Information on recycling options for all consumers that have purchased Xerox® Office Equipment is available at Xerox Recycling Program powered by SRS - DC

Information about the District's electronic waste program is available at the District of Columbia Department of Energy & Environment

HAWAII

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers, is available at Xerox Recycling Program powered by SRS - HI

Information about Hawaii's electronic waste program is available at the State of Hawaii Department of Health

ILLINOIS

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use is available at Xerox Recycling Program powered by SRS - IL

Information about Illinois' electronic waste program is available at the Illinois Environmental Protection Agency

MAINE

Residents that have purchased Xerox® Office Equipment, such as desktop printers and "all in one" devices that has been purchased for use in their homes, along with small businesses or non-profit organizations and K-12 schools, can recycle their end-of-life equipment free of charge through the State's electronic waste recycling program.
Municipalities ensure that their residents have a collection site or event that will take these "covered electronic devices" for recycling.

More information about Maine's electronic waste program is available at Maine Department of Environmental Protection

MICHIGAN

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or small businesses with less than ten
(10) employees is available at Xerox Recycling Program powered by SRS – MI

Information about Michigan's electronic waste program is available at the Michigan Department of Environment, Great Lakes

and Energy

NEW JERSEY

Information on recycling options for a person, small business enterprise, State entity, school district, or local government unit with Xerox® Office Equipment, such as desktop printers purchased through retail channels, is available at Xerox Recycling Program powered by SRS – NJ

Information about New Jersey's electronic waste program is available at the New Jersey Department of Environmental Protection

NEW YORK

In accordance with NYS regulation, information on recycling options for all household consumers and for-profit entities which have 49 or fewer full time employees, not-for- profit corporations with 74 or fewer full time employees, or any not-for-profit corporations designated under section 501c-3 of the internal revenue code with Xerox® Office Equipment, such as desktop printers not managed through our regular return process, or monitors is available at Xerox Recycling Program powered by SRS – NY

If you have purchased a Xerox® Product and would like to recycle your non- Xerox branded product free of charge, go to Xerox Recycling Program powered by SRS – NY

Some Xerox® Printers have hard drives that may contain personal or other confidential data. Instructions on how to destroy such data before surrendering products for recycling or reuse are available in the Data Protection: Image Overwrite, Encryption and Disk Removal document.

Information about New York's electronic waste program is available at New York State Department of Environmental Conservation

NORTH CAROLINA

Information on recycling options for consumers with Xerox® Desktop Printers used for personal or home office use, and not-for-profit organizations with less than 10 employees is available at Xerox Recycling Program powered by SRS – NC

Information about North Carolina's electronic waste program is available at North Carolina Department of Environmental Quality

OREGON

Residents can take Xerox® Office Equipment, such as desktop printers and "all in one" devices to participating Oregon E-Cycles collection sites for free recycling.

Information about Oregon's electronic waste program is available at Oregon E-Cycles

SOUTH CAROLINA

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or small businesses with less than ten employees is available at Xerox Recycling Program powered by SRS – SC

Information about South Carolina's electronic waste program is available at South Carolina Department of Health and Environmental Control

UTAH

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or home businesses is available at Xerox Recycling Program powered by SRS – UT

Information about Utah's electronic waste program is available at Utah Department of Environmental Quality

VERMONT

Residents can take Xerox® Office Equipment, such as desktop printers and "all in one" devices to participating Vermont E-Cycles collection sites for free recycling.

Information about Vermont's electronic waste program is available at Vermont E-Cycles

WISCONSIN

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or use in K-12 schools is available at Xerox Recycling Program powered by SRS - WI

Information about Wisconsin's electronic waste program is available at Wisconsin Department of Natural Resources

ALL OTHER STATES

If your state is not listed, Xerox encourages you to drop off your office equipment for recycling at your local retailer or other collection sites and events. You can find electronic waste guidance on governmental websites in your state. You can also check with large retail businesses in your area.

QUESTIONS

Contact Xerox Customer Support
1-800-ASK-XEROX (1-800-275-9376)
AskXerox@xerox.com
Information about sustainability initiatives at Xerox is available at Corporate Social Responsibility

Information about consumables and equipment reuse and recycling options is available at Xerox Recycling and Waste Prevention

	State of Arizona Participating Addendum	Arizona Department of Administration State Procurement Office
	Contract No.: CTR069923	
	Description: NASPO Multi-Function Devices and Related Software, Services, and Cloud Solutions	

CONTRACTOR IS STRONGLY ENCOURAGED TO READ THE ENTIRE CONTRACT

Table of Contents

Scope of Work and Participation 2

Attachment A, Part 1: Special Terms and Conditions 7

Supplement A - Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures 39

Attachment A, Part 2: Uniform Terms and Conditions 43

Attachment B: Participation in Boycott of Israel 60

Attachment C: Forced Labor of Ethnic Uyghurs Ban 61

Attachment D: Proposed Subcontractors 62

	State of Arizona Participating Addendum	Arizona Department of Administration State Procurement Office
	Contract No.: CTR069923	
	Description: NASPO Multi-Function Devices and Related Software, Services, and Cloud Solutions	

Scope of Work and Participation

1. Purpose and Background

1.1. Master Agreement Name and Number: NASPO ValuePoint Master Agreement No. 187800 for Multi-Function Devices and Related Software, Services, and Cloud Solutions.

1.2. Contractor: Xerox Corporation ("Contractor")

1.3. Participating Entity: State of Arizona

1.4. Purpose and Scope: The purpose of these Master Agreements is to provide Multi-function Devices (MFD's), Single-function Printers, Production and Industrial Print Equipment and Services, Large/Wide Format Equipment, Scanners, and Specialty Printers. Managed Print Services (MPS) and software bundles that enable efficient workflows which enhance the productivity and capability of the Devices are also included, along with digital document solutions that involve imaging, retrieval, archival, scanning services, and back file conversion. In addition, IT solutions (as they relate to Multi-Function Devices) such as Software as a Service (SAAS), cloud-based offerings, and web-based fleet management tools are also offered.

1.5. Legal Authority: In accordance with Arizona Revised Statutes (A.R.S.) § 41-2632, and Arizona Administrative Code (A.A.C.) R2-7-1003, Purchasing from a Cooperative Contract, the State of Arizona establishes this contract with this Contractor to provide the Materials or Services described herein.

1.6. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Materials and Services. This Participating Addendum may be used by all State Agencies (Eligible Agencies) as well as members of the State of Arizona Purchasing Cooperative (Co-Op Buyers).

1.7. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

2. Primary Contacts

2.1. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

2.1.1. Contractor Primary Contact:

Name:	Michelle Yoshino
Address:	5700 Warland Dr. Cypress CA 90630
Telephone:	712-262-8854
Email:	Michelle.yoshino@xerox.com

2.1.2. Participating Entity Primary Contact:

Name:	Michael Hillebrand
Address:	1802 West Jackson Street – Number 100
Telephone:	602-542-4229
Email:	Michael.Hillebrand@azdoa.giv

3. Participating Addendum Modifications to the Master Agreement

3.1. Participating Addendum Changes to Master Agreement:

3.1.1. This Participating Addendum incorporates the entire Master Agreement, including terms and conditions therein, as applied to the Participating Entity and Contractor, with the limitations, modifications, and additions described in this Section 3 of the Contract Scope of Work (Participating Addendum Modifications to the Master Agreement).

3.1.2. Any limitations, modifications, or additions specified herein shall apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addenda or the Master Agreement itself.

3.2. Definitions

3.2.1. "Contract" For the purpose of this Participating Addendum, the term Contract refers to the Master Agreement, as defined therein and as modified by this Participating Addendum, and any Amendments to either the Master Agreement or the Participating Addendum.

3.3. Order of Precedence

3.3.1. The following attachments are hereby incorporated into this State of Arizona Participating Addendum (PA):

3.3.1.1. Attachment A, Parts 1 and 2 – Special Terms and Conditions and Uniform Terms and Conditions, collectively;

3.3.1.2. Attachment B – Boycott of Israel Disclosure; and

3.3.1.3. Attachment C – Forced Labor of Ethnic Uyghurs Ban

3.3.1.4. Attachment D – List of Subcontractors

3.3.2. Master Contract and Participating Addendum Order of Precedence: In the event of a conflict between the documents and attachments to this Participating Addendum, the following shall prevail in the order set forth below:

3.3.2.1. State of Arizona Participating Addendum including all attachments and exhibits in the following order:

3.3.2.1.1 Participating Addendum Scope of Work;

3.3.2.1.2 Exhibits to the Participating Addendum Scope of Work;

3.3.2.1.3 Participating Addendum Specifications; and

3.3.2.1.4 Any other documents referenced or included in the Participating Addendum;

3.3.2.2 Master Agreement, including all attachments;

3.3.2.3 Master Agreement Solicitation RFP NP-23-001 including all Addenda; and

3.3.2.4 Contract Vendor response to the Master Agreement Solicitation NP-23-001.

3.3.2.5 Orders in reverse chronological order.

3.4 Orders: Any Order placed by a Participating Entity, Eligible Agency, or Co-Op Buyer for a Material or Service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

The State's preference is that all orders contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # 187800, and the Participating Addendum, Contract # CTR069923 " (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

3.5 [RESERVED for additional modifications to the Master Agreement, if any]

	State of Arizona Participating Addendum	
	Contract No.: CTR069923	Arizona Department of Administration State Procurement Office
	Description: NASPO Multi-Function Devices and Related Software, Services, and Cloud Solutions	

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Xerox Corporation	05/21/2024
Contractor company name	Signature of person authorized to sign Contract
201 Merritt 7	Chaley Henderson, Finance Director
Address	Printed name and title
Norwalk, CT 06851-1056	Michelle Yoshino, Account General Manager
City, State, ZIP	Contact name and title
Michelle.yoshino@xerox.com	(714) 262-8854
Contact email address	Contact phone number

CERTIFICATION: By signature in the above, Contractor certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order Nos. 2023-09, 2023-01, 2009-9, and A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; failure to provide a valid signature affirming the stipulations required by this clause may void the Contract;
3. Has not signed the Contract with a false statement, which will void the Contract and may subject Contractor to legal penalties under law;
4. Complies with A.R.S. § 18-132 when offering electronics or information technology products, services, or maintenance;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by any federal entity, or state or local government.

CONTRACT EXECUTION BY PROCUREMENT AUTHORITY

The Contractor is now bound to sell the Materials or Services listed in the attached Contract, including all terms, conditions, and specifications as stated herein. The Contract shall henceforth be referred to as Contract No. CTR069923 with an effective date of August 1. 2024. The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives an Order or written notice to proceed from the State.

State of Arizona Contract Executed this 29th **day of** May **20** 24

Authorized Procurement Officer signature

Attachment A, Part 1: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms: As used in the Contract, the terms listed below are defined as follows:

1.1 Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq*. and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.*

1.2 Attachment: means any document titled “Attachment” incorporated into the State of Arizona Participating Addendum.

1.3 Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://azdor.gov/transaction-privilege-tax-tpt

1.4 Contract: For the purpose of this Participating Addendum, the term Contract refers to the Master Agreement, as defined therein and as modified by this Participating Addendum, and any Amendments to either the Master Agreement or the Participating Addendum.

1.5 Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.6 Contractor: The entity identified on the State of Arizona Participating Addendum signature block who has entered into the Contract with the State.

1.7 Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.8 Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing an “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

1.9 Eligible Agency:

1.9.1 If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.

1.9.2 If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.9.3 If the Special Terms and Conditions indicate that the Contract is a "cooperative" contract available for use by Co-Op Buyers, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.

1.10 Exhibit: means any document titled "Exhibit" incorporated into the Contract or placed in the Exhibits section of the Contract generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

1.11 Master Agreement: Master Agreement refers to the Master Agreement Name and Number listed in section 1.1 of the Scope of Work and Participation Section of the Participating Addendum in its entirety, including any Amendments to the Master Agreement.

1.12 Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an "Order": "Purchase order," "task order," "service order," or "job order".

1.13 The State's eProcurement System: The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The

State's eProcurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf

1.14 State: With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each Eligible Agency or Co-Op Buyer who has issued the Order.

1.15 State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.16 Participating Addendum: Participating Addendum refers to this agreement, including any Exhibits, Supplements, and Attachments to this agreement, between the State and Contractor to modify the Master Agreement as described herein.

1.17 Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretations

2.1 Usage. Where the Contract:

2.1.1 assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.

2.1.2 uses the permissive "may" with respect to a party's actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the

relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

2.1.3 uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

2.1.4 uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;

2.1.5 uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6 uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

2.2.1 Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.2 Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.

2.2.2.1 State of Arizona Participating Addendum, including all Attachments and Exhibits, in the following order:

2.2.2.1.1 Participating Addendum Scope of Work;
2.2.2.1.2 Exhibits to the Participating Addendum Scope of Work;
2.2.2.1.3 Participating Addendum Specifications; and
2.2.2.1.4 Any other documents referenced or included in the Participating Addendum.

2.2.2.2 Master Agreement, including all Attachments, in the order of precedence stated therein.

2.2.2.3 The Solicitation, NP-23-001 Copiers and Managed Print Services including all Addenda.

2.2.2.4 Contract Vendor response to the Master Agreement Solicitation NP-23-001 and

2.2.2.5 Orders, in reverse chronological order.

3.0 Contract Administration and Operation

3.1 Term of Contract. The term of the Contract will commence on the date indicated in the State of Arizona Participating Addendum signature block and continue for twenty-four (24) months unless canceled, terminated, or permissibly extended.

3.2 Contract Extensions. State may, at its discretion, request for a mutual agreement to extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as “Default for Type” for “General Mailing Address” in Contractor’s corresponding State’s eProcurement System Vendor Profile; and address any required notices to Contractor to the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 To State. Contractor shall address all Contract correspondence other than formal notices to the email address indicated in “Contact Instructions” in the State’s eProcurement System Summary for State; and address any required notices to State

via email to the Procurement Officer identified as "Purchaser" in the State's eProcurement System and via mail to the following mailing address:

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100,
Phoenix, AZ 85007

3.3.3 Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.4 Signing of Contract Amendments. Contractor's counter-signature (or "approval" in the State's eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:

3.4.1 extension of the term of the Contract within the maximum aggregate term; or

3.4.2 modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in 3.4.1 and 3.4.2 above, both parties' signatures (or "approval" in the State's eProcurement System in the case of an Amendment) are required to give it effect.

3.5 Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor's system (for example, related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State's government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.

3.6.3 Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.4 Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Subcontract

3.7.1 Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors [Proposed Subcontractors]. Agreeing to them being included signified Procurement Officer's advance consent

for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2 Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.

3.7.3 Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.8 Orders

3.8.1 Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.

3.8.2 Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.

3.8.3 Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.8.4 No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.8.5 Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.

3.9 Order Cancellations. State may cancel uninstalled Orders within a reasonable period after issuance and at its discretion. The same method used for ordering will be used for cancellation.

3.9.1 If State cancels an Order, then State shall:

3.9.1.1 pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date; and

3.9.1.2 reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.

3.9.2 Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice; State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.

3.9.3 State shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.

3.10 The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

3.10.1 Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.10.2 Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.10.3 Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate prior to January 1, 2024, is one (1%) percent. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

https://spo.az.gov/suppliers/usage-reporting.

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right

to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.10.4 Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting.

3.10.5 Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) “approving” the Order electronically in the State’s eProcurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in the State’s eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.8.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State’s eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State’s eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State’s eProcurement System and if it does so the rejection will be void.

3.10.6 Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer’s instructions given at the time of ordering or in any supplemental

participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.11 Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State's eProcurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

3.11.1 By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;

3.11.2 By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;

3.11.3 As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or

3.11.4 As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.12 Work on State Premises

3.12.1 Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security

requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.12.2 Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

3.13 Transitions

3.13.1 During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.

3.13.2 Eligible Agency or Co-Op Buyer's representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

3.13.3 RESERVED

4.0 Costs and Payments

4.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as agreed to in the Master Agreement and modified by this Participating Addendum.

4.1.1 Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4.1.2 Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.

4.2 Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.

4.3 Funding

No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Contract execution.

4.4 Invoicing

4.4.1 Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity's purchasing tool/process.

4.4.2 Minimum Invoice Requirements. Every invoice shall include the following information:

4.4.2.1 Bill-to name and address;
4.4.2.2 Contractor name and contact information;
4.4.2.3 Remit-to address;
4.4.2.4 Invoice number and date;
4.4.2.5 State contract number;
4.4.2.6 Order number (APP PO number);
4.4.2.7 Material or Service description (itemized);
4.4.2.8 Date(s) Services were performed or Materials were delivered;
4.4.2.9 Applicable payment terms;
4.4.2.10 Quantity delivered or performed;
4.4.2.11 Line item unit of measure;
4.4.2.12 Item price;
4.4.2.13 Extended pricing;
4.4.2.14 Receipt for pass-through expenses (if applicable);
4.4.2.15 Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
4.4.2.16 Mailing fees (if applicable); and
4.4.2.17 Total invoice amount due.

4.4.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

4.4.3.1 Materials or Services that have not been authorized on an acknowledged Order;
4.4.3.2 Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
4.4.3.3 Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.

4.4.4 Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.4.5 Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.4.5.1 The ordering Eligible Agency or Co-Op Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.

4.4.5.2 Invoices will be deemed automatically rejected upon delivery if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.

4.4.5.3 The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.5 Payments

4.5.1 Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.5.2 Payments Only To Contractor. Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.1 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier the Contract was awarded to within the eProcurement System.

4.5.3 Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions including the Monthly Minimum Charge which is not subject to dispute at any time.

4.5.4 Joint Checks or Direct Pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

4.5.5 Recovery of Overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.

4.5.6 Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor. Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.

4.5.7 Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: https://gao.az.gov/publications/forms.

4.6 Applicable Taxes

4.6.1 Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.6.2 Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as

well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1 Assignment and Delegation

5.1.1 In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract. Contractor reserves the right to assign a lease Order to a parent, subsidiary, or affiliate of Xerox for the purpose of securitizing, monetization, or factoring the transaction. Contractor will continue to be responsible for the provision of Maintenance Services and all other contractual obligations and all payments will be made to Xerox.

5.1.2 In Part. Subject to Special Terms and Conditions sections 3.7 [Subcontract] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or state law.

6.0 Risk and Liability

6.1 Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars,

provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

7.0 Warranties

7.1 Warranties and Requirements Related to Information Technology. Addendum B: Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.

8.0 State's Contractual Remedies [RESERVED]

9.0 Contract Termination [RESERVED]

10.0 Contract Claims [RESERVED]

11.0 Arbitration [RESERVED]

12.0 General Provisions for Materials

12.1 Applicability. Section 12 applies to the extent the Work is or includes Materials.

12.2 Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for items not included in the scope of the Contract (and for which no price or compensation has been established contractually) or specifically excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 12.17 or cancel any such Order under subparagraph 12.18, in either case being without obligation and at Contractor's expense.

12.3 Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them. If late deliveries have been specifically addressed in the Contract, the Contract shall take precedence over any such Contractor policies.

12.4 Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

12.5 Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Contract for ordering by Eligible Agencies, and Co-Op Buyers, if applicable.

12.6 Additional Products. State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices offered to a significant number of buyers compare to the prices or discounts proposed for the additional products.

12.7 Discontinued Products. If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within five (5) business days after receiving the manufacturer's notification. State, at its discretion, may allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract. The resulting change to the Contract will be formalized by Contract Amendment. Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of any discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been

discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

12.8 Recalls. In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684, with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieve stored products, and take any other reasonably necessary actions, to implement the recall.

12.9 Delivery Time. Unless stated otherwise in the Purchase Order, Contractor shall make delivery within thirty (30) business days after receiving each Order.

12.10 Delivery Locations. Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

12.10.1 if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

12.10.2 if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;

12.10.3 if the Contract is for cooperative use, but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

12.10.4 if the Contract is for unrestricted mandatory statewide and cooperative use, then:

12.10.4.1 Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

12.10.4.2 if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and

reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

12.10.4.3 if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

12.11 Conditions at Delivery Location. Contractor shall verify receiving hours and conditions (e.g. height/weight restrictions, access control, etc.) with the relevant Eligible Agency or Co-Op Buyer for the receiving site before scheduling or making a delivery. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State shall not pay extra charges for wait time, comebacks, or the like, nor excuse late deliveries if Contractor has failed to comply with this section.

12.12 Materials Acceptance**.** State has the right to accept Materials subject to a complete inspection on delivery and installation if installation is Contractor's responsibility. State may require acceptance criteria, including, but not limited to, conformity to the Contract, workmanship, and quality under the Contract or for a specific Order. Contractor shall remove any rejected Materials from the delivery location, or from any area to which it might have been reasonably necessary to move it, and subsequently deliver an equal quantity of conforming items within a timeframe set by the Eligible Agency or Co-Op Buyer. State shall not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

12.13 Correcting Defects. Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

12.14 Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation,

unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

12.15 If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under the Contract, including but not limited to, paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

12.16 Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

12.17 Returns. State may, at its discretion, return for full credit and with no restocking charges, any delivered Materials unused in the original packaging within thirty (30) days after receipt, regardless of acceptance. If State elects to return delivered Materials, then State shall pay delivery costs to return the products to the place from which Contractor shipped them. However, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for any costs associated with returning the Materials and may, at its discretion, either have those billed directly to Contractor, offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions, or take any other appropriate actions under the Contract.

12.18 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance. Contractor shall only deliver Materials that are already safe and compliant with the warranties in the Contract Terms and Conditions.

12.19 Hazardous Materials. Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the United States Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-

date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with (to the extent they are Contractor's responsibility under the Contract) the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

13.0 General Provisions for Services

13.1 Applicability. Article 13 applies to the extent the Work is or includes Services.

13.2 Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.

13.3 Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.

13.4 Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.

13.5 Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.

13.6 Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

13.7 Requirements at Location of Services

13.7.1 Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.

13.7.2 If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance if Contractor has failed to comply with these requirements.

13.8 Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State's rejection.

13.9 Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, and in addition to any other rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

13.9.1 Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

13.9.2 State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State's recommendations, including any measures State determines to be necessary for employee or public safety, or the protection of property or the environment.

13.9.3 Contractor shall take the necessary action(s) to avoid any like failures in the future**.**

14.0 Data and Information Handling

14.1 Applicability. Article 14 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

14.2 Data Protection and Confidentiality of Information. Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

14.2.1 Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach,

internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

14.2.2 Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

14.3 Personally Identifiable Information. Without limiting the generality of paragraph 14.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

14.3.1 PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

14.3.2 "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/

NOTE (2): For convenience of reference only, the GSA directive is available at: https://www.gsa.gov/directives-library/gsa-rules-of-behavior-for-handling-personally-identifiable-information-pii-2

14.4 Protected Health Information. Contractor warrants that, to the extent performance under Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

14.4.1 is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

14.4.2 will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and

14.4.3 will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

15.0 Information Technology Work

15.1 Applicability. Article 15 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101(6) "…all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

15.2 Background Checks. Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710, Eligible Agency, or Co-Op Buyer. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

15.3 Information Access

15.3.1 System Measures. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

15.3.2 Individual Measures. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform their duties. Contractor shall, on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

15.3.3 Access Control. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

15.4 Redress of Infringement

15.4.1 Replace, License, or Modify. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:

15.4.1.1 replace any infringing items with non-infringing ones;

15.4.1.2 obtain for State the right to continue using the infringing items; or

15.4.1.3 modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

15.4.2 Cancellation Option. In every case under 15.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

15.4.2.1 for any software created for State under the Contract, the amount State paid to Contractor for creating it;

15.4.2.2 for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

15.4.2.3 for Services, the amount paid by State or an amount equal to twelve (12) months of charges, whichever is less.

15.4.3 Exceptions. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

15.4.3.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

15.4.3.2 operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

15.4.3.3 combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

15.5 Information Technology Warranty

15.5.1 Specified Design. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

15.5.1.1 modified or altered by anyone not authorized by Contractor to do so;

15.5.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or

15.5.1.3 operated in a manner not within its intended use or environment.

15.5.2 COTS Software. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

15.5.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

15.5.2.2 the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

15.5.2.3 it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

15.5.3 Payment has no Effect. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

15.6 Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 15.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 15.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

15.7 Section 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

15.8 Cloud Applications. The following are required for Contractor of any cloud solution that hosts State data outside of the State's network or transmits and/or receives State data.

15.8.1 Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://azdohs.gov/information-security-policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

15.8.2 State reserves the right to conduct penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.

15.8.3 Contractor must submit a copy of system logs from the cloud system to the State of Arizona security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

15.8.4 Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

16.0 Agency Specific Terms and Conditions: (Add as needed or required.)

Supplement A - Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures

1. Security Standards
   - 1.1. Security of the State's systems and data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
   - 1.2. Contractor shall follow the correct, current version of these policies, standards, and procedures. The current website for some of these policies, standards, and procedures is: Information Technology Policies, Standards and Procedures. Note that all links in this Supplement are provided for convenience only.
   - 1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

2. Security Framework
   - 2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) and NIST SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf.
   - 2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements. All Contractors must successfully complete the AZRamp risk assessment based upon the data classification involved as determined by the data owner and Arizona Strategic Enterprise Technology (ASET) Department. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.
   - 2.3. In the State's sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State's risk assessment requirements.
   - 2.4. Other forms of CyberSecurity Frameworks (CSF), Trust Documents, Self Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed

as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

3. Additional Security Requirements
   - 3.1. Contractor shall comply with all security requirements requested by the State.
   - 3.2. If an Arizona Risk and Authorization Management Program (AZRamp) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:
     - 3.2.1. Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet with its Offer. The Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://azdohs.gov/file/4357, and mitigate gaps or install compensating controls for any issues of concern identified by State.
     - 3.2.2. Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.
     - 3.2.3. Note regarding the confidential treatment of Contractor information:
       - 3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSP's, WISP 's, or written IT policies will not be considered.
       - 3.2.3.2. Submitted SSP's, WISP's, or written IT policies are deleted and not retained after AZRamp Authorization is granted.
       - 3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.
       - 3.2.3.4. Special secure transfer of documents related to this AZRamp review process may be made by contacting: AsetAssurance@azdoa.gov to make special arrangements for the transfer of these documents.
     - 3.2.4. If applicable, Contractor shall complete and submit an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).
     - 3.2.5. All contracts are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled "Arizona Infrastructure Security Controls 2017 (Excel)," to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: https://azdohs.gov/file/4356.

3.3. The State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all flaws deemed serious by the State when discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control(s).

3.4. Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

3.5. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):

3.5.1. State of Arizona statewide policies, standards and procedures: https://azdohs.gov/information-technology-it-policies-standards-and-procedures;

3.5.2. Federal Information Security Modernization Act of 2014 (FISMA): https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma;

3.5.3. OMB Circular A-130: https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource;

3.5.4. National Cyber Strategy of the United States of America: https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure;

3.5.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): https://www.hhs.gov/hipaa/index.html;

3.5.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075): https://www.irs.gov/pub/irs-pdf/p1075.pdf;

3.5.7. Criminal Justice Information Services Security Policy (CJIS): https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center;

3.5.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf;

3.5.9. A.R.S. Title 41, Chapter 41. Arizona Department of Homeland Security;

3.5.10. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: https://www.azleg.gov/arsDetail/?title=18;

3.5.11. A.R.S. §18-105 - Statewide Information Security and Privacy Office (SISPO): https://www.azleg.gov/viewdocument/?docName=http%3A//www.azleg.gov/ars/18/00105.htm;

3.5.12. A.R.S. §18-551 - Definitions Information Security Including PII: https://www.azleg.gov/ars/18/00551.htm;

3.5.13. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: https://www.azleg.gov/ars/18/00552.htm;

3.5.14. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: https://aset.az.gov/node/192;

3.5.15. SIPC Memorandum of Understanding (MOU): https://www.sipc.org/about-sipc/;

3.5.16. State Environmental policies: https://azdeq.gov/LawsAndRules;

3.5.17. Family Education Rights Privacy Act (FERPA): https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn;

3.5.18. Driver's Privacy Protection Act (DPPA): https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records;

3.5.19. Incident Response Reporting program and system: https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning_Sept2018_0.pdf;

3.5.20. Privacy Incident Reporting policy and standards: https://aset.az.gov/sites/default/files/STANDARD%208240%20INCIDENT%20RESPONSE%20PLANNING.pdf;

3.5.21. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules https://azlibrary.gov/arm/policies; and

3.5.22. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: https://www.pcisecuritystandards.org.

Attachment A, Part 2: Uniform Terms and Conditions 10.4

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

   1.1. “Attachment” means any item the Solicitation which requires the Offeror to submit as part of the Offer.

   1.2. “Contract” means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

   1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

   1.4. “Contractor” means any person who has a Contract with the State.

   1.5. “Data” means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

   1.6. “Days” means calendar days unless otherwise specified.

   1.7. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

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

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

   1.10. “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

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

1.12. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

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

1.15. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Amendment to the Participating Addendum

2.3.2. State of Arizona Participating Addendum including all attachments and exhibits

2.3.3. Master Agreement, including all Exhibits;

2.3.4. The Solicitation, RFP-NP-23-001, Copiers and Managed Print Services including all Addendums.

2.3.5. Contractor response to Solicitation RFP-NP-23-001;

2.3.6. Orders, in reverse chronological order, and

2.3.7. Special Terms and Conditions;

2.3.8. Uniform Terms and Conditions;

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

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

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in

the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9. Ownership of Intellectual Property

3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and

create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

3.15. Certifications Required by State Law.

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

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

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

4.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;

4.6.2. Cancel the Contract; or

4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

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

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency).To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or

Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

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

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

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

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

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

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or

the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.10. Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq*., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

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

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations

during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

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

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

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make

an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise

lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply. Termination under this provision shall not apply to Orders received and equipment installed prior to the effective date of termination.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor and per sections 14.8.2 to 14.8.4 of the Master Agreement, allow Contractor thirty days to cure its performance before the State exercises its rights under this provision.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

9.5.4. Termination under this provision shall not apply to orders received and equipment installed prior to the effective date of termination.

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

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

	Attachment B: Participation in Boycott of Israel	
	Contract No.: CTR069923	Arizona Department of Administration State Procurement Office
	Description: NASPO Multi-Function Devices and Related Software, Services, and Cloud Solutions	

Attachment B: Participation in Boycott of Israel

Please note that if <u>any</u> of the following apply to this Contract, then the Contractor <u>shall</u> select the "Exempt Contract or Contractor" option below:

- The Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

…

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. § 35-393 *et seq*., all Contractors must select one of the following:

X The Contractor <u>does not</u> participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.

☐ The Contractor **<u>does</u>** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq*.

☐ **Exempt Contract, or Contractor.**
Indicate which of the following statement(s) applies to this Contract:

- ☐ Contract has an estimated value of less than $100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Xerox Corporation			Chaley H 05/21/2024	
Contractor Name			Signature of Person Authorized to Sign	
201 Merrit 7			Chaley Henderson	
Address			Printed Name	
Norwalk	Connecticut	068511	Finance Director	
City	State	Zip	Title	

	Attachment C: Forced Labor of Ethnic Uyghurs Ban	Arizona Department of Administration State Procurement Office
	Contract No.: CTR069923	
	Description: NASPO Multi-Function Devices and Related Software, Services, and Cloud Solutions	

Attachment C: Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

X The Contractor **does not** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- 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.

☐ The Contractor **does** use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor: Select all statements that apply to the Contractor:**

☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

Xerox Corporation	Chaley H 05/21/2024
Contractor Name	Signature of person authorized to sign
201 Merrit 7	Chaley Henderson, Finance Director
Address	Printed name and title
Norwalk, Connecticut, 06851-1056	Chaley.henderson@xerox.com
City, State, ZIP	Contact email address Contact phone number

Attachment D: Proposed Subcontractors

Contractor Name: Xerox Corporation

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be performing all of the Work with your own personnel.

X	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list the name(s) of persons or companies you propose to use as Subcontractors.

1. Fill in the information for each significant Subcontractor – indicate the type of work the Subcontractor will perform under the Contract and their approximate percentage of the total Contract work;
2. Provide copies of relevant certifications each person or firm possesses attached to this form; AND
3. Provide a description of quality assurance (QA) and quality control (QC) measures that you will use to ensure that Subcontractor's work meets the Contract requirements.

State may demand additional information about proposed Subcontractors as a precondition of Award.

☐	YES, the Offeror will use the Subcontractors listed below:

No.	Name and contact information	Small business	Work to be performed and QA/QC measures	%
1.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
2.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
3.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
4.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X

PORTFOLIO MAP

PORTFOLIO TITLE: MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES, AND CLOUD SOLUTIONS (2024-2029)

LEAD STATE: COLORADO

OVERVIEW:	INITIAL TERM: 2 Years
Master Agreements have been established with a qualified awarded Supplier to provide Multi-Function Devices and Related Software, Services, and Cloud Solutions to eligible entities.	RENEWALS: 3 Renewals of 1 Year each TOTAL TERM POSSIBLE: 5 Years

PRODUCTS AND SERVICES:

- Group A – Multi-Function Devices, A3
- Group B – Multi-Function Devices, A4
- Group C – Production Equipment
- Group D – Single Function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I – Managed Print Services
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers

SUPPLIERS AWARDED:

1. Canon USA, Inc.
2. Epson America, Inc.
3. HP, Inc.
4. Konica Minolta Business Solutions USA, Inc.
5. Kyocera Document Solutions America, Inc.
6. Lexmark International, Inc.
7. Ricoh USA, Inc.
8. Sharp Electronics Corporation
9. Toshiba America Business Solutions
10. Xerox Corporation

KEY BENEFITS:

1. Nationwide Coverage
2. Multiple Supplier Award
3. Nine Incumbents Awarded, Minimizing Transition To New Suppliers
4. Pricing Guaranteed For The First Year Of The Master Agreement
5. OEM is now only restricted to Group A – MFD A3 Devices
6. All suppliers will be able to provide MPS on Groups A through F, regardless of which Groups they were awarded
7. Some Suppliers offer lease terms of up to 120 months for Group C
8. Sub-Groups for stand-alone production devices, industrial print equipment, and specialty printers are now included

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NASPO ValuePoint

PORTFOLIO MAP

PRICING:

The new solicitation has produced a minimum discount rate of 2% for Non-OEM products up to a maximum discount rate of 78% for OEM products.

PROCUREMENT BACKGROUND:

The State of Colorado released the RFP for Multi-Function Devices and Related Software, Services, and Cloud Solutions on February 3, 2023. The Sourcing Team conducted individual evaluations from April 18, 2023, through June 1, 2023. The Team held in-person meetings on June 6, 7, and 8, 2023, in Denver, Colorado, to discuss and finalize the evaluation scores. An additional virtual meeting was held on June 15, 2023, to finalize award recommendations.

STATES ON SOURCING TEAM:

1. Colorado (lead state)
2. Connecticut (Evaluator)
3. Florida (Evaluator)
4. Hawaii (Evaluator)
5. Massachusetts
6. Utah (Evaluator)
7. Washington
8. Wyoming

SOLICITATION INFORMATION:

Type: Request for Proposal (RFP)

Solicitation Number: RFP-NP-23-001

Date Released: 02/03/2023

Date Closed: 04/14/2023

PUBLIC POSTING OF SOLICITATION:

Solicitation was Publicly Advertised from 02/03/2023 to 04/14/2023.

- Website Posted On: Colorado VSS
- Posting Link: https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService;jsessionid=0000s2US4rzEVKL8ADz7JRQ8pLT:1bpovg73l
- Number of Days Solicitation was Publicly Posted: 70
- Number of Amendments Posted: 1

PUBLIC OPENING

Sealed responses were publicly opened in Denver, Colorado, on April 14, 2023, at 2:00 pm MT.



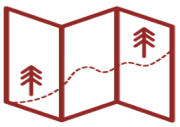
VENDOR RESPONSES:

- Number of Vendor Responses Received: 12
- Number of Non-Responsive Vendor Responses: 1
- Number of Vendor Responses Evaluated: 11

EVALUATIONS:

The due date to submit Responses was March 14, 2023. The evaluators reviewed and evaluated Proposals from March 14, 2023, through June 1, 2023, in their respective home states. The members of the Sourcing Team met in Denver on June 6, 7, and 8, 2023, to discuss and finalize scores and award recommendations. There was a final virtual meeting on June 15, 2023, to finalize award recommendation details.

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EVALUATION CRITERIA:

The Evaluation Team evaluated the technical components of each Proposal, while the Lead State evaluated the cost components of each Proposal.

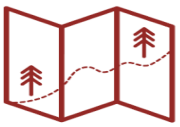
Technical Criteria Evaluation. Each evaluation committee member scored each technical evaluation factor on a 0-5 scale. After finalizing technical scores, each 0-5 evaluation factor was added together, averaged, and then multiplied by the relative weight below to create a final weighted score. Then, the weighted scores for each evaluation factor were added together to determine the score percentage for each Offeror.

The factors below were assigned the following relative weights:

a) Ability to meet the Scope of Work requirements - 10%
b) Dealer Engagement - 9%
c) Useful Life and Legacy Equipment - 2%
d) Performance Standards - 3%
e) Customer Service - 8%
f) Ordering Process - 6%
g) Organizational Security - 2%
h) Hard Drive Protocols - 3%
i) Warranties - 6%
j) Recycling and Trade-In Programs - 2%
k) Supply Management - 2%
l) Managed Print Services - 5%
m) Promotion of the NASPO ValuePoint Master Agreement - 2%

Cost Evaluation (Groups). Offerors were able to offer products in each Group and were required to submit all newly manufactured devices in each segment of each Group in which they offered products. The Lead State pre-determined the segments within each Group that would be evaluated prior to proposal submission. The products were then compared and evaluated against one another per Buyer's Lab Inc.'s recommendation of comparable products. The lowest-priced product received the highest score, and all other products were then evaluated against it based on a percentage from low methodology. A score of 1-10 was assigned based on a pre-determined percent from low. This methodology was applied to each Group, resulting in a total of 182 models being evaluated. Then, those scores were averaged, resulting in the highest score receiving a 10 and all other scores being based on a percent from the highest total points. All overall scores were then averaged, and this score was then weighted for each vendor based on the number of segments each provided products in, with the vendor who offered products in the most segments being awarded the highest score. Below is an example of how this final weighted score was calculated:

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SEGMENT 5 (51-60) Color/B&W																	
Vendor	Model	MSRP	Discounted Price	% from low	Score	36 month FMV Payment	% from low	Score	36 month $1 Buyout Payment	% from low	Score	TCO	% from low	Score	Total Points	% change from highest total points	Overall Score
Canon	DX C5860i	$ 30,045.56	$ 10,377.32	32.07%	7	$ 511.13	30.54%	7	$ 541.84	31.07%	7	N/A	N/A	N/A	7.00	30.00%	8
Epson	AM-C6000	$ 29,080.00	$ 10,723.06	34.26%	7	$ 508.07	30.12%	7	$ 538.95	30.70%	7	N/A	N/A	N/A	7.00	30.00%	8
HP	E87760DN	$ 41,692.49	$ 9,589.27	26.49%	8	$ 376.54	5.72%	10	$ 395.72	5.61%	10	N/A	N/A	N/A	9.33	6.67%	10
Konica	BIZHUB C550i	$ 37,810.00	$ 9,805.55	28.11%	8	$ 495.32	28.33%	8	$ 502.38	25.65%	8	N/A	N/A	N/A	8.00	20.00%	9
Kyocera	TASKalfa 6054ci	$ 23,409.00	$ 7,049.28	0.00%	10	$ 355.02	0.00%	10	$ 373.51	0.00%	10	N/A	N/A	N/A	10.00	0.00%	10
Lexmark	XC9455	$ 24,703.23	$ 16,431.18	57.10%	5	$ 629.59	43.61%	6	$ 664.42	43.78%	6	N/A	N/A	N/A	5.67	43.33%	7
Ricoh	IM C6000	$ 29,079.00	$ 10,611.50	33.57%	7	$ 466.67	23.93%	8	$ 484.93	22.98%	8	N/A	N/A	N/A	7.67	23.33%	8
Sharp	BP-70C55	$ 24,715.00	$ 8,168.65	13.70%	9	$ 460.92	22.98%	8	$ 466.31	19.90%	9	N/A	N/A	N/A	8.67	13.33%	9
Toshiba	ESTUDIO5525AC	$ 35,208.00	$ 8,251.31	14.57%	9	$ 369.09	3.81%	10	$ 394.42	5.30%	10	N/A	N/A	N/A	9.67	3.33%	10
Xerox	C8155H2	$ 33,640.00	$ 12,764.00	44.77%	6	$ 506.23	29.87%	8	$ 538.90	30.69%	7	N/A	N/A	N/A	7.00	30.00%	8

PERCENT FROM LOW BID SCORING KEY:	10	9	8	7	6	5	4	3	2	1
	0% - 9.99%	10% - 19.99%	20% - 29.99%	30% - 39.99%	40% - 49.99%	50% - 59.99%	60% - 69.99%	70% - 79.99%	80% - 89.99%	90+%

PERCENT FROM HIGHEST TOTAL POINTS SCORING KEY:	10	9	8	7	6	5	4	3	2	1
	0% - 10.99%	11% - 21.99%	22% - 32.99%	33% - 43.99%	44% - 54.99%	55% - 65.99%	66% - 76.99%	77% - 87.99%	88% - 98.99%	99+%

Vendor	Number of Segments Offered & Number of	Total Score	Weighted Score (FINAL)
Canon	11 / 5	8.20	7.52
Epson	5 / 3	8.33	3.49
HP	10 / 5	9.00	7.51
Konica	12 / 5	8.80	8.80
Kyocera	12 / 5	10.00	10.00
Lexmark	5 / 3	8.00	3.35
Ricoh	12 / 5	7.80	7.80
Sharp	12 / 5	8.40	8.40
Toshiba	12 / 5	9.20	9.20
Xerox	10 / 5	7.60	6.34

12 Segments in Group A
12 = 100; 11 = 91.7; 10 = 83.4; 9 = 75.1; 8 = 66.8; 7 = 58.5; 6 = 50.2; 5 = 41.9; 4 = 33.6; 3 = 25.3; 2 = 17; 1 = 8.7

Cost Evaluation (MPS). Offerors were able to submit pricing for MPS based on required services, which include implementation, remote device monitoring, end-user support, account management, and cost-per-click rates. Pricing for each Offeror was then compared against one another based on an average blended rate and a hypothetical number of clicks per month, number of units, and number of hours for end-user support. These calculations resulted in a total monthly amount billed. The Offeror with the lowest price received the highest score of 5, and all other Offerors received scores based on a percentage from low bid methodology. Below is the result of the MPS evaluation:

Vendor	Blended Click Rate (Average)	Clicks Per Month	Total Billed Clicks Per Month	Number of Units	Implementation (Price Per Unit)	Implementation Total Cost	Remote Device Monitoring (Price Per Unit)	Remote Device Monitoring Total Cost	Job Accounting (Price Per Unit)	Job Accounting Total Cost	End-User Support (Price Per Hour)	Number of Hours Per Month (End User Support)	End-User Support Total Cost	Account Management (Price Per Unit)	Account Management Total Cost	Total Amount Billed
Canon	0.1028	500,000	$ 51,385.71	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	$ 51,385.71
Epson	0.1086	500,000	$ 54,285.71	300	$ 100.00	$ 30,000.00	$ 5.00	$ 1,500.00	INCL	N/A	$ 300.00	20	$ 6,000.00	INCL	N/A	$ 91,785.71
HP	0.0434	500,000	$ 21,715.71	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	$ 21,715.71
Konica	0.1075	500,000	$ 53,764.29	300	INCL	N/A	INCL	N/A	$ 5.64	$ 1,692.00	INCL	20	N/A	INCL	N/A	$ 72,556.29
Kyocera	0.0500	500,000	$ 25,000.00	300	$ 11.00	$ 3,300.00	$ 0.11	$ 33.00	INCL	N/A	$ 150.00	20	$ 3,000.00	$ 125.00	$ 37,500.00	$ 68,833.00
Lexmark	0.0448	500,000	$ 22,407.14	300	$ 499.00	$ 149,700.00	$ 1.30	$ 390.00	INCL	N/A	$ 130.00	20	$ 2,600.00	$ 7.91	$ 2,373.00	$ 177,470.14
Ricoh	0.0622	500,000	$ 31,107.14	300	$ 40.00	$ 12,000.00	$ 6.10	$ 1,830.00	N/A	N/A	$ 225.00	20	$ 4,500.00	INCL	N/A	$ 49,437.14
Sharp	0.0584	500,000	$ 29,178.57	300	$ 5.00	$ 1,500.00	$ 5.00	$ 1,500.00	INCL	N/A	$ 100.00	20	$ 2,000.00	$ 5.00	$ 1,500.00	$ 35,678.57
Toshiba	0.0944	500,000	$ 47,214.29	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	$ 47,214.29
Xerox	0.0829	500,000	$ 41,428.57	300	$ 56.76	$ 17,028.00	$ 7.32	$ 2,196.00	INCL	N/A	INCL	20	N/A	$ 9.48	$ 2,844.00	$ 63,496.57

Vendor	Total Amount Billed	% from low	Total Score
Canon	$ 51,385.71	57.74%	3
Epson	$ 91,785.71	76.34%	2
HP	$ 21,715.71	0.00%	5
Konica	$ 72,556.29	70.07%	3
Kyocera	$ 68,833.00	68.45%	3
Lexmark	$ 177,470.14	87.76%	2
Ricoh	$ 49,437.14	56.07%	3
Sharp	$ 35,678.57	39.14%	4
Toshiba	$ 47,214.29	54.01%	3
Xerox	$ 63,496.57	65.80%	3

PERCENT FROM LOW BID SCORING KEY:	5	4	3	2	1
	0% - 24.99%	25% - 49.99%	50% - 74.99%	75% - 99.99%	100+%

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SCORING AND AWARD:

It was anticipated that this RFP would result in multiple Master Agreement awards. Awards were determined by Group:

Each Group and MPS cost score was added to the technical score for each Offeror to determine the final score for that Group. Total scores were represented by a percentage, with 100% being the highest possible score. Awards were determined by looking for a natural break in the scoring; however, in several instances, there were no natural breaks, or the natural break would have resulted in only one or two Offerors receiving an Award. In such cases, the Sourcing Team's decision was based on the collective interest of the Participating States since restricting the number of Awards in each Group would have precluded Purchasing Entities from upgrading devices or acquiring new products. The following represents the total scores that each of the Offerors received (green represents what each Offeror was awarded, and red represents no award for that Group):

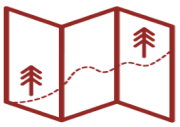
	Canon	Epson	HP	Konica	Kyocera	Lexmark	OPEX	Ricoh	Sharp	Toshiba	Xerox
COMBINED SCORE - GROUP A (Max 100%)	69.60%	50.41%	74.27%	74.30%	77.04%	51.06%	NO BID	69.09%	72.33%	75.10%	67.94%
COMBINED SCORE - GROUP B (Max 100%)	65.89%	47.61%	82.98%	52.35%	59.12%	59.60%	NO BID	56.14%	54.65%	54.63%	66.78%
COMBINED SCORE - GROUP C (Max 100%)	69.18%	44.50%	NO BID	68.00%	43.79%	NO BID	NO BID	73.29%	55.53%	49.90%	65.70%
COMBINED SCORE - GROUP D (Max 100%)	54.45%	52.20%	73.25%	52.04%	56.04%	62.29%	NO BID	62.58%	58.78%	52.11%	58.87%
COMBINED SCORE - GROUP E (Max 100%)	53.68%	49.15%	58.17%	49.24%	50.23%	NO BID	NO BID	50.54%	NO BID	47.49%	54.50%
COMBINED SCORE - GROUP F (Max 100%)	73.91%	68.82%	77.59%	70.62%	NO BID	NO BID	39.56%	68.92%	73.27%	54.73%	64.33%

The determination for the Award of each Group was based on the following rationale:

Group A: The scores ranged from 50.41% to 77.04%. The difference between the lowest score (50.41%) and the next lowest score (51.06%) was less than 1%, whereas the difference between 51.06% and the next lowest score of 67.94% was approximately 17%. This represented the largest spread among all 10 scores and, therefore, the natural break, so it was determined that Epson and Lexmark would not receive an Award for this Group.

Group B: The scores ranged from 47.61% to 82.98%. Although HP's score was the clear outlier and represented a natural break in the scoring, the Team decided that it would not be in the best interest of the Participating States to only award Group B to HP, given that numerous Purchasing Entities have Group B devices in large MPS fleets from current vendors, and this would prevent those vendors from upgrading or placing new devices for customers. Therefore, the Team analyzed the remaining 9 scores, which ranged from 47.61% to 66.78%. While an argument could have been made to Award to Canon (65.89%) and Xerox (66.78%) only since all other Offeror's scores were below 60%, the Team again determined that only awarding to three vendors would not be in the best interest of the users. The team then decided that all Offerors who scored in the 50 percentile would receive an Award, which left the Team to determine whether or not Epson should be eliminated from consideration. Ultimately, because Epson's score of 47.61% was only 4.74% away from the next highest score (Konica at 52.35%), and Canon's score of 65.89% was 6.29% away from the next highest score of 59.60% (Lexmark), it was decided that the fair and equitable decision would to be also Award Epson Group B.

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Group C: The scores ranged from 43.79% to 73.29%. It was determined that the natural break in the scoring occurred with Xerox's score of 65.70% since the next lowest score represented a more than 10% spread. Therefore, only Canon, Konica, Ricoh, and Xerox were awarded Group C.

Group D: The scores ranged from 52.04% to 73.25%. Although HP's score was the clear outlier and represented a natural break in the scoring, the Team determined that it would not be in the best interest of the Participating States to only award Group D to HP, given that numerous Purchasing Entities have removed to remote work environments, and thus, there has been an increase in demand for single-function printers in home-office environments. Therefore, the Team analyzed the remaining 9 scores, which ranged from 52.04% to 62.58%, and determined that all 10 vendors would receive an Award for this Group since the spread among the scores was only slightly more than 10%, which resulted in no natural break.

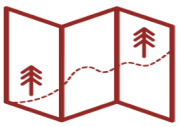
Group E: The scores ranged from 49.15% to 58.17%, which resulted in no natural break among the scores; therefore, it was determined that all vendors who submitted a response for Group E would receive an Award.

Group F: The scores ranged from 39.56% to 77.59%. OPEX was a clear outlier in this Group, so it was determined they would not receive an Award. The next lowest score of 54.73% was almost 10% away from Xerox's score of 64.33%, so it was determined that Toshiba would also not receive an Award for this Group since the difference between Xerox's score and the next highest score of 68.82% was only slightly more than 4%. Because Xerox, Canon, Epson, HP, Konica, Ricoh, and Sharp all had scores in the 60th and 70th percentile, the Team determined that these vendors would be awarded Group F.

Based on the RFP award methodology, awards were made to Offerors in the Groups listed in the chart below. Further, all Offerors receiving Awards are also able to provide MPS for any Group, BUT only place devices in the Groups in which they were Awarded:

GROUP A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F
CANON	CANON	CANON	CANON	CANON	CANON
HP	EPSON	KONICA	EPSON	EPSON	EPSON
KONICA	HP	RICOH	HP	HP	HP
KYOCERA	KONICA	XEROX	KONICA	KONICA	KONICA
RICOH	KYOCERA		KYOCERA	KYOCERA	RICOH
SHARP	LEXMARK		LEXMARK	RICOH	SHARP
TOSHIBA	RICOH		RICOH	TOSHIBA	XEROX
XEROX	SHARP		SHARP	XEROX	
	TOSHIBA		TOSHIBA		

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	XEROX		**XEROX**		

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EXHIBIT B.4 - PRICING FOR SPECIFIC MODEL

Return to Table of Contents

NASPO ValuePoint

PRICE LIST

Group A Multi-Function Devices, A3

Segment 5, B/W & Color	51-60	C8255H2		XEROX C8255H2	31,440	40%	$ 18,864	A
			_ BANFEEDKT	BANNER FEED KIT	699	20%	$ 559	A
			_ BRF-81	BR FINISHER	2,995	20%	$ 2,396	A
			_ BRFB-81	BR BOOK MAKER FIN	4,995	20%	$ 3,996	A
			_ CACPIVRDR	CAC/PIV CARD RDR	99	20%	$ 79	A
			_ CZFOLD81	FINISHER C/Z FOLD	2,600	20%	$ 2,080	A
			_ DSCNCLOUD	DE SCAN TO CLOUD	99	20%	$ 79	A
			_ EFI-FLDER	EFI HOT FOLDERS	995	20%	$ 796	A
			_ EFI-PROF	EFI PROFILE SUITE	2,200	20%	$ 1,760	A
			_ EFI-SPOT	EFI SPOT ON	825	20%	$ 660	A
			_ EFIBUNDL1	EFI FIERY BUNDLE	2,199	20%	$ 1,759	A
			_ EFISERV82	FIERY PRNT SV EXC	2,995	20%	$ 2,396	A
			_ ENVLPTR	ENVELOPE TRAY	341	20%	$ 273	A
			_ ETHUBKIT	ETHERNET HUB OPTIO	550	20%	$ 440	A
			_ FAX-1LINE	1 LINE FAX	1,095	20%	$ 876	A
			_ FAX-2LINE	2 LINE FAX	1,399	20%	$ 1,119	A
			_ HC-KNO2	HEALTHCARE MFP	579	20%	$ 463	A
			_ HCF3K	HICAP FEEDER	2,200	20%	$ 1,760	A
			_ HDD82	1TB NVME DRIVE	600	20%	$ 480	A
			_ INTFIN81	INT OFF FINISHER	999	20%	$ 799	A
			_ OFC-BM	BOOKLET MAKER	1,199	20%	$ 959	A
			_ OFC-HPKIT	2/3 HOLE PUNCH	795	20%	$ 636	A
			_ OFC-81	OFFICE FINISHER	2,500	20%	$ 2,000	A
			_ PZA	FI DEVICE	175	20%	$ 140	A
			_ RFIDOFC	RFID CARD READER	279	20%	$ 223	A
			_ SIPRRDR2	SIPRNET KIT	299	20%	$ 239	A
			_ STPLKIT81	CONVENIENCE STAPLR	299	20%	$ 239	A
			_ TRELLIX	DE INTEGRITY CONTROL	499	20%	$ 399	A
			_ UNICODE	INTL PRINTING KIT	299	20%	$ 239	A
			_ VALOLVL1	DCC CUSTM CONFIG 1	0	20%	$ -	A
			_ VALOLVL3	DCC CUSTM CONFIG 3	0	20%	$ -	A
			_ VALOSTD2	DCC STNDRD CONFG 2	0	20%	$ -	A
			_ WIRELESS3	DB WIFI & BT KIT	159	20%	$ 127	A

Standard Financing Terms (Months)	Lease and Rental Rates (including			
	Fair Market Value Lease	$1 Buyout Lease	Straight Lease	Cancellable Rental
24	n/a	n/a	n/a	0.04626
36	0.02917	0.03173	0.02917	0.03209
48	0.02275	0.02460	0.02275	n/a
60	0.01890	0.02033	0.01890	n/a

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Bryce Doty, Real Estate Manager

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Acceptance of Dedications: The Highlands at Canyon Del Rio Block R1 Phase I Final Plat

STAFF RECOMMENDED ACTION:

Accept the dedications.

Executive Summary:

City council currently accepts dedications of rights of way and easements prior to final plat recordation. State HB 2447 requires administrative approval of the subdivision platting process. City Ordinance No. 2026-06 removes the requirement for council to accept dedications affiliated with a subdivision plat to make the subdivision review process completely administrative to comply with HB 2447. The Final Plat of the Highlands at Canyon Del Rio Block R1 Phase I has been administratively approved, but Ordinance No. 2026-06 is not yet effective. In the interim, City staff is asking council to accept the dedications on the plat through this action. The plat dedicates public right-of-way, clear view zone, drainage, drainage maintenance, Flagstaff urban trails system, public utility, public access, sewer, vehicular non-access, and water easements to the City of Flagstaff.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

There have been no previous Council decisions on this plat.

Options and Alternatives to Recommended Action:

If the Council does not accept the dedications, the dedications will be accepted if Ordinance 2026-06 is passed and made effective, currently scheduled for 30 days after the second reading, May 7, 2026.

Connection to PBB Priorities and Objectives:

High Performing Governance - Serve the public by providing high quality customer service.

Connection to Regional Plan:

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Connection to Carbon Neutrality Plan:

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Connection to 10-Year Housing Plan:
Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

Attachments: Plat

FINAL PLAT

THE HIGHLANDS AT CANYON DEL RIO BLOCK R1 PHASE I

A SUBDIVISION OF PORTIONS OF BLOCK R1 AND BLOCK O
OF "CANYON DEL RIO PHASE 1" FINAL BLOCK PLAT,
INSTRUMENT NO. 3944598, COCONINO COUNTY RECORDS,
ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, FLAGSTAFF, ARIZONA

DEDICATION

STATE OF ARIZONA)
) S.S.
COUNTY OF COCONINO)

KNOW ALL PERSONS BY THESE PRESENTS: THAT ABBOTT–RHOTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME "THE HIGHLANDS AT CANYON DEL RIO BLOCK R1 PHASE 1", A SUBDIVISION OF PORTIONS OF BLOCK R1 AND BLOCK O OF "CANYON DEL RIO PHASE 1" FINAL BLOCK PLAT, INSTRUMENT NO. 3944598, COCONINO COUNTY RECORDS, ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "THE HIGHLANDS AT CANYON DEL RIO BLOCK R1 PHASE 1" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

PUBLIC RIGHT–OF–WAY (ROW). ABBOTT–RHOTON INVESTMENTS LLC, HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHTS–OF–WAY SHOWN ON THE PLAT FOR PUBLIC USE. ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT–OF–WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

THE OWNER HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS:
ASSIGNS ALL AREAS ON THIS PLAT MARKED PUE OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS. WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

ABBOTT–RHOTON INVESTMENTS LLC, "OWNER", HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, PERPETUAL NON–EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT AS FOLLOWS:

- CLEAR VIEW ZONE EASEMENT (CVZE), FOR TRAFFIC SAFETY AND VISIBILITY PURPOSES. VEGETATION AND IMPROVEMENTS ARE PROHIBITED WITHIN THE EASEMENT AREA, EXCEPT AS PERMITTED BY THE FLAGSTAFF CITY CODE.
- DRAINAGE EASEMENT (DE), FOR PUBLIC USE, FOR DRAINAGE AND FLOOD CONTROL PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN–MADE CHANNELS, WASHES, WATERCOURSES, LEVEES, DIKES, DAMS, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF FLAGSTAFF. CITY IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR DRAINAGE AND FLOOD CONTROL PURPOSES.
- DRAINAGE MAINTENANCE EASEMENT (DME), FOR CITY ACCESS TO MAINTAIN PRIVATE DRAINAGE WAYS AND DRAINAGE FEATURES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN–MADE CHANNELS, WASHES, WATERCOURSES, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES, IN THE EVENT OWNER HAS FAILED TO PROPERLY MAINTAIN PRIVATE DRAINAGE WAYS IN ACCORDANCE WITH THE FLAGSTAFF CITY CODE.
- FLAGSTAFF URBAN TRAILS SYSTEM EASEMENT (FUTS) FOR PUBLIC ACCESS PURPOSES FOR PEDESTRIANS AND BICYCLES, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, OF THE FLAGSTAFF URBAN TRAILS SYSTEM, INCLUDING ANY CITY FENCING, WALLS, GRADING, LANDSCAPING, LATERAL AND SUBJACENT SUPPORT, DRAINAGE STRUCTURES AND FACILITIES, SIGNS, OR OTHER FEATURES ASSOCIATED WITH THE TRAIL. MOTORIZED USES AND PRIVATE IMPROVEMENTS ARE PROHIBITED IN THE EASEMENT AREA, UNLESS PERMITTED BY THE FLAGSTAFF CITY CODE OR FOR CITY OPERATIONAL PURPOSES.
- PUBLIC UTILITY EASEMENT (PUE), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.
- PUBLIC ACCESS EASEMENT (PAE) FOR NON–MOTORIZED PUBLIC ACCESS FOR A PEDESTRIAN, BICYCLE AND OTHER SIMILAR NON–MOTORIZED USES. THE HOA IS RESPONSIBLE FOR SNOW REMOVAL AND MAINTENANCE OF THE EASEMENT AREA, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.
- SEWER LINE EASEMENT (SLE), FOR PUBLIC SEWER SYSTEMS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF UNDERGROUND SEWER PIPELINES, MONITORING DEVICES, PIPES, MANHOLES, VALVES, AND ACCESS VAULTS.
- VEHICULAR NON–ACCESS EASEMENT (VNAE), FOR TRAFFIC CONTROL PURPOSES. VEHICLE ACCESS AND DRIVEWAYS ARE PROHIBITED IN THE EASEMENT AREA.
- WATERLINE EASEMENT (WE) FOR PUBLIC WATER SYSTEMS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF WATER PIPELINES, MONITORING DEVICES, MANHOLES, VALVES, ACCESS VAULTS, AND SIMILAR FACILITIES.

THE OWNER HEREBY DEDICATES THE FOLLOWING TRACTS TO THE HOMEOWNERS ASSOCIATION (HOA) AND WILL BE MAINTAINED BY THE HOA:

- TRACT A IS DEDICATED FOR LANDSCAPE, COMMON SPACE.
- TRACT B IS DEDICATED FOR LANDSCAPE, COMMON SPACE, DETENTION.
- TRACT C IS DEDICATED FOR LANDSCAPE, COMMON SPACE, DETENTION.
- TRACT D IS DEDICATED FOR LANDSCAPE, COMMON SPACE.
- TRACT E IS DEDICATED FOR LANDSCAPE, COMMON SPACE.
- AND ALL TRACTS ARE SUBJECT TO THOSE EASEMENT INDICATED THEREON.

THE OWNER HEREBY DEDICATES THE FOLLOWING TO THE HOA:

- PRIVATE DRAINAGE EASEMENT (PDE), FOR OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN–MADE CHANNELS, WASHES, WATERCOURSES, LEVEES, DIKES, DAMS, RETENTION AND DETENTION BASINS, STORAGE BASINS, AND STORM DRAINS. FENCING SHALL BE ALLOWED. CDR POA IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR DRAINAGE AND FLOOD CONTROL PURPOSES.

EASEMENT GENERAL CONDITIONS: ALL EASEMENTS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

- OWNER SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH THE EASEMENT; NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED IN OR ACROSS THE EASEMENT WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF FLAGSTAFF.
- OWNER SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
- GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
- IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED OWNER AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, CITY OF FLAGSTAFF MAY ISSUE AN ASSESSMENT AGAINST OWNER TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST OWNER'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
- GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS OWNER'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.
- BINDING EFFECT. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.
- IMPROVEMENTS. OWNER HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY OWNER FOR CITY PUBLIC RIGHTS–OF–WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE").
- INTERIM LIABILITY. ABBOTT–RHOTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR NEWLY DEDICATED PUBLIC RIGHTS–OF–WAY AS DEPICTED ON THIS PLAT UNTIL THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND FORMALLY ACCEPTED BY THE CITY ENGINEER ("ACCEPTANCE DATE"). OWNER SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS–OF–WAY UNTIL THE ACCEPTANCE DATE.

IN WITNESS WHEREOF:
ABBOTT–RHOTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THIS ____ DAY OF _____, 20__.

ABBOTT–RHOTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF COCONINO)

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED PERSON ACKNOWLEDGED SELF TO BE THE _____ OF _____, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____

MY COMMISSION EXPIRES: _____

SHEET INDEX

1	COVER, DEDICATION, APPROVALS & NOTES
2	LOT TABLE, TRACT TABLE, LINE TABLE, CURVE TABLE, LOT DETAILS, CANYON DEL RIO PRD DESIGN ELEMENTS TABLES
4	LEGAL DESCRIPTION
4–7	PLAT MAP

REFERENCES

(R1) FINAL BLOCK PLAT "CANYON DEL RIO PHASE 1", INSTRUMENT NO. 3944598, CCR
(R2) FINAL PLAT "CANYON DEL RIO – BLOCK G", INSTRUMENT NO. 3957199, CCR

FEMA FLOOD ZONE DELINEATION

THIS SITE IS LOCATED WITHIN "ZONE X", 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AS SHOWN ON FLOOD INSURANCE RATE MAP 04005C6828G.

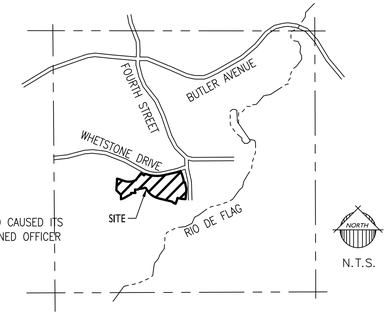
LEGAL DESCRIPTION

SEE SHEET 3

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, AS SHOWN ON FINAL BLOCK PLAT "CANYON DEL RIO PHASE 1", INSTRUMENT NO. 3944598, OFFICIAL RECORDS OF COCONINO COUNTY.
THE BEARING OF WHICH IS:

SOUTH 89 DEGREES 35 MINUTES 39 SECONDS WEST



SEC. 24
T.21 S., R.7 E.

VICINITY MAP

OWNER/DEVELOPER

ABBOTT–RHOTON INVESTMENTS LLC
3605 S. FLAGSTAFF RANCH ROAD
FLAGSTAFF, AZ 86005
(928) 600–3594
CONTACT: CHARITY LEE
clee@capstonehomesaz.com

ENGINEER/SURVEYOR

EPS GROUP, INC.
1130 N ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
(480)–503–2250
CONTACT: JOE PETRUCCI, PE
joe.petrucci@epsgroupinc.com
(480)–503–2250
CONTACT: ROBERT A. JOHNSTON, RLS
robert.johnston@epsgroupinc.com

UTILITY COMPANY CONTACTS

APS
CONTACT: DAN DALEY
2200 E HUNTINGTON
FLAGSTAFF, AZ 86004
daniel.daley@aps.com
(928) 773–6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
mconboy@uesaz.com
(928) 226–2269

LUMEN
CONTACT: MANUEL HERNANDEZ
112 N BEAVER STREET
FLAGSTAFF, AZ 86001
manuel.hernandez4@lumen.com
(928) 779–4931

OPTIMUM
CONTACT: SANFORD YAZZIE
1601 S PLAZA WAY
FLAGSTAFF, AZ 86001
sanford.yazzie@alticeusa.com
(928) 266–0672

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

_____
BY DATE

UNISOURCE ENERGY SERVICES

_____
BY DATE

LUMEN

_____
BY DATE

OPTIMUM

_____
BY DATE

PROJECT INFORMATION

APN:	106–08–039
ADDRESS:	3805 E WHETSTONE DRIVE FLAGSTAFF, AZ 86004 (NOT ACTIVATED)
EXISTING LAND USE:	VACANT/UNDEVELOPED
GENERAL PLAN LAND USE DESIGNATION:	FUTURE SUBURBAN
PROPOSED LAND USE:	MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING:	MR – MEDIUM DENSITY RESIDENTIAL
ZONING OVERLAY:	RPOZ – RESOURCE PROTECTION
GROSS AREA:	11.5709 ACRES
NET AREA:	8.41 ACRES
NO. UNITS:	49 LOTS
TRACTS:	5
GROSS DENSITY:	5.8 DU/AC

1. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41–90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDNANCES.
4. THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS FOR THE "THE HIGHLANDS AT CANYON DEL RIO BLOCK R1 PHASE 1" SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
5. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO THE FOLLOWING:
   a. REMOVABLE WOOD, WIRE, OR SECTIONAL FENCING GENERALLY POSITIONED PERPENDICULAR TO THE EASEMENT AND APPROVED BY THE CITY ENGINEER; AND,
   b. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY ENGINEER WHICH USE OR SHALL USE THE UTILITY EASEMENT.
6. THE HIGHLANDS AT CANYON DEL RIO BLOCK R1 PHASE 1 REZONING PER CANYON DEL RIO (CDR) SUBDIVISION REZONING PER ORDINANCE NO. 2019–14 AND INSTRUMENT NO. 3846210.
7. THE SUBJECT PROPERTY IS LOCATED WITHIN THE FLAGSTAFF PULLIAM AIRPORT TRAFFIC PATTERN AIRSPACE AS DEFINED BY THE FEDERAL AVIATION ADMINISTRATION.
8. RESOURCE PROTECTION. A BUILDING ENVELOPE FOR EACH LOT IS SHOWN AND PLATTED HEREON FOR THE PURPOSE OF MAINTAINING RESOURCES IN ACCORDANCE WITH THE ZONING CODE'S RESOURCE PROTECTION OVERLAY DESIGNATION. ALL DEVELOPMENT ON A LOT SHALL OCCUR WITHIN THE BUILDING ENVELOPE, EXCEPT THAT ACCESSORY STRUCTURES THAT COMPLY WITH THE REQUIREMENTS OF THE ZONING CODE MAY BE DEVELOPED OUTSIDE OF THE BUILDING ENVELOPE, PROVIDED THAT NO RESOURCES ARE REMOVED OR ENCROACHED UPON. A MODIFICATION TO A LOT'S BUILDING ENVELOPE THAT COMPLIES WITH THE ZONING CODE MAY BE APPROVED BY THE CITY OF FLAGSTAFF'S PLANNING DIRECTOR. ALL APPLICABLE PROVISIONS OF THE ZONING CODE, AS AMENDED, SHALL APPLY.

CITY OF FLAGSTAFF CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO, ARIZONA, ON THE ____ DAY OF _____, 20__.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY OF FLAGSTAFF PLANNING DIRECTOR AND THE CITY ENGINEER, ON THE __ DAY OF _____, 20__.

BY: _____
CITY ENGINEER

BY: _____
CITY PLANNING DIRECTOR

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREON WERE MADE UNDER MY DIRECTION AND THIS PLAT IS CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON REGISTRATION NO. 37495
EPS GROUP INC.
1130 N. ALMA SCHOOL RD.
SUITE 120
MESA, AZ 85201
480–503–2250

NOTE:
A.R.S. § 32–151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

Project: THE HIGHLANDS AT CANYON DEL RIO BLOCK R1 PHASE I
FLAGSTAFF, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: CAJ
Reviewed by: RAG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A. JOHNSTON

Job No.
23-0587

FP01

Sheet No.
1
of 7

cjimenez Feb 05, 2026 8:15am S:\Projects\2023\23-0587 – CDR\Land Survey\Dwgs\Plat\Parcel R1\23-0587 – Parcel R1 – Plat Final.dwg

LINE TABLE		
LINE	BEARING	LENGTH
L1	S11°46'58"E	42.05'
L2	N78°13'02"E	20.00'
L3	N26°09'01"W	19.03'
L4	N27°53'06"W	21.13'
L5	N70°06'01"W	22.22'
L6	S45°53'04"W	21.55'
L7	N90°00'00"W	57.00'
L8	S00°00'00"E	50.57'
L9	S00°00'00"E	22.14'
L10	S52°42'00"E	75.00'
L11	N37°18'00"E	30.51'
L12	N73°58'59"E	12.49'
L13	N59°23'22"E	21.64'
L14	N76°56'16"W	18.91'
L15	N68°09'43"W	25.14'
L16	N88°16'40"W	38.73'
L17	N52°42'00"W	9.50'
L18	N59°25'39"W	39.46'
L19	N49°06'48"W	39.46'
L20	S44°22'10"E	21.45'
L21	S00°00'00"E	13.41'
L22	S17°06'54"W	21.21'
L23	S27°53'06"E	20.23'
L24	S00°00'00"E	13.74'
L25	S45°00'00"W	21.21'
L26	S45°00'00"E	21.21'
L27	N00°00'00"E	35.00'
L28	N90°00'00"W	25.07'
L29	S32°41'26"E	49.37'
L30	S48°54'19"E	20.71'
L31	S76°35'01"E	4.63'
L32	N70°47'07"E	9.94'
L33	N78°13'02"E	32.00'
L34	S17°44'11"E	106.62'
L35	N64°03'27"E	48.17'
L36	N14°02'37"E	32.79'
L37	N44°16'19"E	84.61'
L38	S43°16'44"E	16.01'
L39	S44°16'19"W	83.92'
L40	S14°02'37"W	32.79'
L41	S64°03'27"W	52.21'
L42	S49°10'13"W	25.63'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N49°10'13"E	27.71'
L44	N13°26'04"E	31.02'
L45	S13°26'04"W	31.41'
L46	N75°54'56"W	16.00'
L47	N14°44'04"E	36.30'
L48	S14°44'04"W	42.50'
L49	S00°33'06"E	60.23'
L50	N00°33'06"W	60.70'
L51	S59°49'39"E	15.12'
L52	S37°18'00"W	23.68'
L53	N59°49'39"W	15.12'
L54	N37°18'00"E	23.68'
L55	N00°00'00"E	28.47'
L56	N90°00'00"E	16.00'
L57	S00°00'00"E	29.57'
L58	N00°00'00"E	74.26'
L59	N38°23'49"E	79.91'
L60	N18°18'38"E	18.82'
L61	N69°02'11"E	55.10'
L62	S00°00'00"E	17.13'
L63	S69°02'11"W	41.39'
L64	S18°18'38"W	14.07'
L65	S38°23'49"W	77.17'
L66	S00°00'00"E	68.69'
L67	N37°18'00"E	63.69'
L68	N89°26'54"E	110.50'
L69	S00°33'06"E	57.51'
L70	S76°46'17"E	22.52'
L71	S13°13'43"W	19.16'
L72	N16°05'11"W	17.70'
L73	N16°05'11"W	29.38'
L76	N52°42'00"W	4.50'
L77	N82°34'01"W	29.71'
L78	N40°14'01"E	240.06'
L79	N01°58'30"E	217.92'
L80	S84°28'21"W	31.14'
L81	N29°00'03"W	271.81'
L82	N26°24'55"E	241.10'
L83	N69°57'49"W	45.03'
L84	N16°17'03"E	254.33'
L85	N09°11'55"W	220.87'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	192.73'	855.00'	12°54'56"
C2	118.89'	522.26'	13°02'36"
C3	304.18'	356.50'	48°53'11"
C4	120.44'	328.50'	21°00'26"
C5	14.45'	178.50'	4°38'18"
C6	57.45'	300.00'	10°58'20"
C7	250.97'	300.00'	47°55'53"
C8	28.47'	180.50'	9°02'13"
C9	363.36'	635.00'	32°47'09"
C10	94.03'	635.00'	8°29'02"
C11	213.27'	178.50'	68°27'29"
C12	145.17'	121.50'	68°27'29"
C13	179.22'	150.00'	68°27'29"
C14	36.96'	522.26'	4°03'19"
C15	52.24'	465.26'	6°26'00"
C16	147.77'	493.76'	17°08'49"
C17	279.86'	328.00'	48°53'11"
C18	255.54'	299.50'	48°53'11"
C19	229.79'	228.50'	57°37'13"
C20	201.13'	200.00'	57°37'13"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C21	172.47'	171.50'	57°37'13"
C22	130.61'	271.50'	27°33'47"
C23	146.01'	300.00'	27°53'06"
C25	97.65'	150.00'	37°18'00"
C26	89.04'	180.50'	28°15'47"
C27	31.71'	23.00'	79°00'12"
C28	287.05'	63.50'	259°00'12"
C29	182.72'	855.00'	12°14'40"
C30	137.42'	833.00'	9°27'08"
C31	22.05'	645.00'	1°57'31"
C32	10.47'	12.00'	50°00'50"
C33	14.77'	28.00'	30°13'42"
C34	6.33'	12.00'	30°13'42"
C35	24.44'	28.00'	50°00'50"
C36	17.23'	645.00'	1°31'50"
C37	26.00'	643.00'	2°19'01"
C38	70.08'	600.00'	6°41'33"
C39	381.78'	600.00'	36°27'28"
C40	147.16'	600.00'	14°03'12"
C41	77.80'	119.50'	37°18'00"

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE / COMMON SPACE	5,847	0.1342
Tract B	LANDSCAPE / COMMON SPACE / DETENTION	113,741	2.6111
Tract C	LANDSCAPE / COMMON SPACE / DETENTION	31,627	0.7261
Tract D	LANDSCAPE / COMMON SPACE	28,568	0.6558
Tract E	LANDSCAPE / COMMON SPACE	340	0.0078

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	3,150	0.0723
2	3,200	0.0735
3	3,200	0.0735
4	3,200	0.0735
5	5,464	0.1254
6	5,823	0.1337
7	3,401	0.0781
8	3,560	0.0817
9	3,963	0.0910
10	3,191	0.0733
11	3,198	0.0734
12	3,903	0.0896
13	3,916	0.0899
14	4,800	0.1102
15	4,800	0.1102
16	4,800	0.1102
17	3,497	0.0803
18	3,739	0.0858
19	3,246	0.0745
20	3,200	0.0735

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
21	3,200	0.0735
22	4,800	0.1102
23	4,800	0.1102
24	5,237	0.1202
25	6,396	0.1468
26	3,917	0.0899
27	3,950	0.0907
28	3,943	0.0905
29	3,510	0.0806
30	3,200	0.0735
31	3,200	0.0735
32	3,200	0.0735
33	3,200	0.0735
34	3,200	0.0735
35	4,044	0.0928
36	4,540	0.1042
37	4,240	0.0973
38	3,368	0.0773
39	3,368	0.0773
40	3,761	0.0863

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
41	3,761	0.0863
42	3,773	0.0866
43	3,299	0.0757
44	3,200	0.0735
45	3,200	0.0735
46	3,200	0.0735
47	3,200	0.0735
48	3,200	0.0735
49	3,200	0.0735

CANYON DEL RIO PRD DESIGN ELEMENTS			
DESIGN ELEMENT	DESCRIPTION	POINTS POSSIBLE	POINTS ACHIEVED
A	AT LEAST 10% OF ALL RESIDENTIAL UNITS AS CATEGORY 1 AFFORDABLE HOUSING.	5	
B	A STREET NETWORK THAT INCLUDES ALLEYS.	4	
C	100% OF ALL UNITS ARE ALL-ELECTRIC, NO NATURAL GAS PROVIDED.	3	
D	AVERAGE DWELLING UNITS NO LARGER THAN 1,800 SQUARE FEET.	3	
E	STREET NETWORK THAT CONNECTS AT RIGHT ANGLES WITHOUT CUL-DE-SACS OR TURNAROUNDS.	2	
F	SIGNIFICANT TRAFFIC CALMING DESIGN FEATURES ARE EMPLOYED.	2	
G	DETACHED GARAGES LOCATED BEHIND THE PRIMARY STRUCTURE FOR 50% OF LOTS.	2	
H	ALL RESIDENTIAL UNITS WITHIN THE SUBDIVISION INCLUDE A MINIMUM 80 S.F. FRONT ENTRY AND HAS DIRECT PEDESTRIAN CONNECTION TO STREET.	1	
I	SUBDIVISION INCORPORATES A COMBINATION OF SINGLE-FAMILY, DUPLEX, AND/OR MULTI-FAMILY UNITS.	2	
J	THE PROVISION OF RECREATIONAL AMENITIES WITHIN A PART OR COMMON SPACE AREA.	2	
K	AT LEAST 50% OF THE REQUIRED RESOURCES ARE MAINTAINED WITHIN COMMON SPACE AREAS.	2	2
L	FRONT SETBACKS LESS THAN 15 FEET FOR LIVABLE PORTIONS OF THE DWELLING, INCLUDING ENTRY.	1	
M	ATTACHED STREET FACING GARAGES LESS THAN 50% OF THE WIDTH OF THE PRIMARY STRUCTURE.	1	
N	SUBDIVISION CC&R'S AND SETBACK STANDARDS DO NOT PROHIBIT THE DEVELOPMENT OF ACCESSORY DWELLING UNITS.	1	1
O	A MINIMUM OF 15% OF ALL SINGLE-FAMILY DWELLING LOTS INCLUDE REQUIREMENTS FOR AN ACCESSORY DWELLING UNIT.	1 PT FOR 15%, 2 PTS FOR 30%, 3 PTS FOR 50%	
P	SUBDIVISION EXCEEDS THE MINIMUM DENSITY OF THE APPLICABLE ZONING DISTRICT BY AT LEAST ONE WHOLE UNIT PER ACRE.	1 PT FOR EACH WHOLE UNIT OVER THE MINIMUM UP TO 3 PTS	
Q	SUBDIVISION INCLUDES ENHANCED PEDESTRIAN ENVIRONMENTS INCLUDING OUTDOOR SEATING AREAS (PAE) AND LARGER LANDSCAPING AREAS.	1 EACH	2
		TOTAL	5

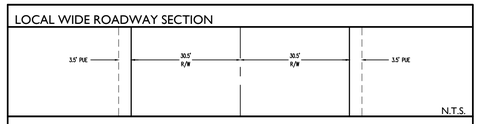
HOA SHALL MAINTAIN ALL OUTDOOR SEATING AREAS (PAE) AS PROVIDED WITHIN LANDSCAPE IMPROVEMENT PLANS.

LEGEND

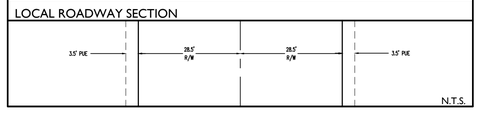
⊙	SECTION MONUMENT AS NOTED
◆	SET REBAR #4, 16" LONG W/ PLASTIC CAP RLS 37495
○	SET REBAR #4, 16" LONG W/ PLASTIC CAP BY THE CONSTRUCTION RLS
◉	SET 3" BRASS CAP AT COMPLETION OF CONSTRUCTION
EX	EXISTING
(R1)	EXISTING EASEMENTS PER FINAL BLOCK PLAT "CANYON DEL RIO PHASE 1" INSTRUMENT NO. 3944598, CCR
R/W	RIGHT OF WAY
G&SRM	GILA AND SALT RIVER MERIDIAN
CCR	COCONINO COUNTY RECORDS
CVZE	CLEAR VISIBILITY ZONE EASEMENT
EASE	EASEMENT
PUE	PUBLIC UTILITIES EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
DE	DRAINAGE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
DME	DRAINAGE MAINTENANCE EASEMENT
FUTS	FLAGSTAFF URBAN TRAILS SYSTEM EASEMENT
SE	SLOPE EASEMENT
S&DE	SLOPE AND DRAINAGE EXISTING EASEMENT PER (R1)
SLE	SANITARY SEWER EASEMENT
WE	WATER LINE EASEMENT

BOUNDARY LINE
LOT LINE
RIGHT-OF-WAY
CENTER LINE
SECTION LINE
MID-SECTION LINE
DE
PDE
PDE & DME
SLE
PUE
VNAE
BUILDING SETBACK LINE (BSL)

LOCAL WIDE ROADWAY SECTION

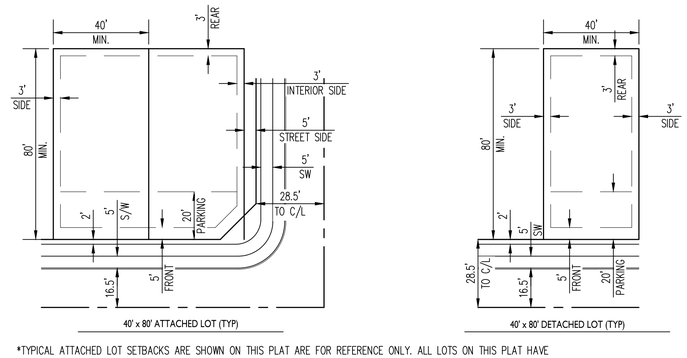


LOCAL ROADWAY SECTION



TYPICAL LOT DETAILS

NTS



*TYPICAL ATTACHED LOT SETBACKS ARE SHOWN ON THIS PLAT ARE FOR REFERENCE ONLY. ALL LOTS ON THIS PLAT HAVE THE OPTION TO BE DETACHED OR ATTACHED WITH SETBACKS PER THE ABOVE STANDARD DETAIL.

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.835.1799
www.epsgroupinc.com

Project: THE HIGHLANDS AT CANYON DEL RIO
BLOCK R1 PHASE 1
FLAGSTAFF, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: CAJ
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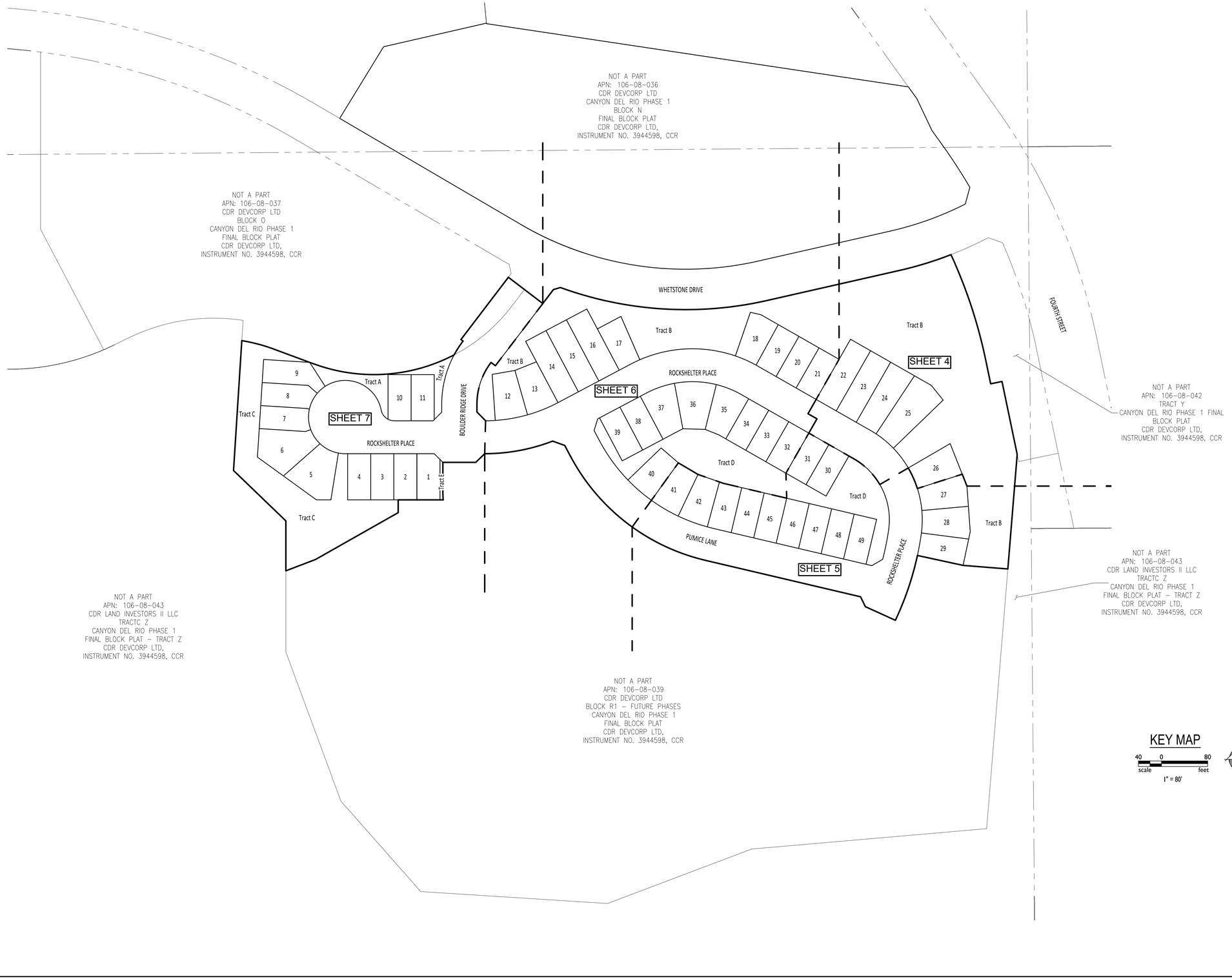
REGISTERED LAND SURVEYOR
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Job No.
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FP01

Sheet No.
2
of 7

cjimenez Feb 05, 2026 8:16am S:\Projects\2023\23-0587 - CDR\Land Survey\Dwgs\Plat\Parcel R1\23-0587 - Parcel R1 - Plat Final.dwg



KEY MAP

40 0 80
scale feet
1" = 80'

NORTH

EPS GROUP
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THE HIGHLANDS AT CANYON DEL RIO
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In Maricopa County: (602)263-1100

Drawn by: CAJ
Reviewed by: RAG

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
12/31/2026

Job No.
23-0587

FP01

Sheet No.
3
of 7

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LEGAL DESCRIPTION

PORTIONS OF BLOCK R1 AND BLOCK O OF "CANYON DEL RIO PHASE 1" FINAL BLOCK PLAT, INSTRUMENT NO. 3944598, COCONINO COUNTY RECORDS,
ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN COCONINO COUNTY,
FLAGSTAFF, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BUREAU OF LAND MANAGEMENT (BLM) 3–INCH BRASS CAP, DATED 1965, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 24 FROM WHICH A FOUND BLM 3–INCH BRASS CAP, DATED 1965, ACCEPTED AS THE SOUTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89 DEGREES 35 MINUTES 39 SECONDS WEST, 2638.48 FEET (BASIS OF BEARINGS) AS SHOWN ON FINAL BLOCK PLAT "CANYON DEL RIO PHASE 1", INSTRUMENT NO. 3944598, OFFICIAL RECORDS OF COCONINO COUNTY (CCR);

THENCE, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER
NORTH 0 DEGREES 29 MINUTES 29 SECONDS WEST, 2462.39 FEET;

THENCE, SOUTH 89 DEGREES 30 MINUTES 31 SECONDS WEST, 134.90 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS
SOUTH 65 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 855.00 FEET ALSO BEING THE MOST NORTHEASTERLY CORNER OF SAID BLOCK R1 AND ALSO THE POINT OF BEGINNING;

THENCE, SOUTHEASTERLY 192.73 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12 DEGREES 54 MINUTES 56 SECONDS;

THENCE, SOUTH 11 DEGREES 46 MINUTES 58 SECONDS EAST, 42.05 FEET;

THENCE, NORTH 78 DEGREES 13 MINUTES 02 SECONDS EAST, 20.00 FEET;

THENCE, SOUTH 11 DEGREES 46 MINUTES 58 SECONDS EAST, 129.07 FEET;

THENCE, SOUTH 4 DEGREES 40 MINUTES 07 SECONDS WEST, 199.17 FEET;

THENCE, NORTH 85 DEGREES 25 MINUTES 45 SECONDS WEST, 77.79 FEET;

THENCE, NORTH 77 DEGREES 45 MINUTES 06 SECONDS WEST, 81.01 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 77 DEGREES 45 MINUTES 06 SECONDS WEST A DISTANCE OF 522.26 FEET;

THENCE, SOUTHWESTERLY 118.89 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13 DEGREES 02 MINUTES 36 SECONDS;

THENCE, ON A NON–TANGENT LINE
NORTH 65 DEGREES 32 MINUTES 53 SECONDS WEST, 57.01 FEET;

THENCE, NORTH 26 DEGREES 09 MINUTES 01 SECONDS WEST, 19.03 FEET;

THENCE, NORTH 76 DEGREES 46 MINUTES 17 SECONDS WEST, 276.35 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 356.50 FEET;

THENCE, NORTHWESTERLY 304.18 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48 DEGREES 53 MINUTES 11 SECONDS;

THENCE, NORTH 27 DEGREES 53 MINUTES 06 SECONDS WEST, 21.13 FEET;

THENCE, NORTH 70 DEGREES 06 MINUTES 01 SECONDS WEST, 22.22 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 21 DEGREES 00 MINUTES 26 SECONDS WEST A DISTANCE OF 328.50 FEET;

THENCE, SOUTHWESTERLY 120.44 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21 DEGREES 00 MINUTES 26 SECONDS;

THENCE, ON A NON–TANGENT LINE
SOUTH 45 DEGREES 53 MINUTES 04 SECONDS WEST, 21.55 FEET;

THENCE, WEST, 57.00 FEET;

THENCE, SOUTH, 50.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 178.50 FEET;

THENCE, SOUTHERLY 14.45 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4 DEGREES 38 MINUTES 18 SECONDS;

THENCE, ON A NON–TANGENT LINE WEST, 77.98 FEET;

THENCE, SOUTH, 22.14 FEET;

THENCE, SOUTH 60 DEGREES 28 MINUTES 15 SECONDS WEST, 164.52 FEET;

THENCE, SOUTH 69 DEGREES 02 MINUTES 11 SECONDS WEST, 55.10 FEET;

THENCE, NORTH, 86.47 FEET;

THENCE, NORTH 46 DEGREES 03 MINUTES 19 SECONDS WEST, 125.84 FEET;

THENCE, NORTH 3 DEGREES 38 MINUTES 16 SECONDS EAST, 225.48 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 9 DEGREES 19 MINUTES 40 SECONDS WEST A DISTANCE OF 300.00 FEET;

THENCE, SOUTHEASTERLY 57.45 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 20 SECONDS;

THENCE, SOUTH 69 DEGREES 42 MINUTES 00 SECONDS EAST, 73.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE, EASTERLY 250.97 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 53 SECONDS TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 61 DEGREES 44 MINUTES 13 SECONDS EAST A DISTANCE OF 180.50 FEET;

THENCE, NORTHEASTERLY 28.47 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 9 DEGREES 02 MINUTES 13 SECONDS;

THENCE, ON A NON–TANGENT LINE
NORTH 52 DEGREES 42 MINUTES 00 SECONDS WEST, 4.50 FEET;
THENCE, NORTH 37 DEGREES 18 MINUTES 00 SECONDS EAST, 135.51 FEET;

THENCE, SOUTH 52 DEGREES 42 MINUTES 00 SECONDS EAST, 75.00 FEET;

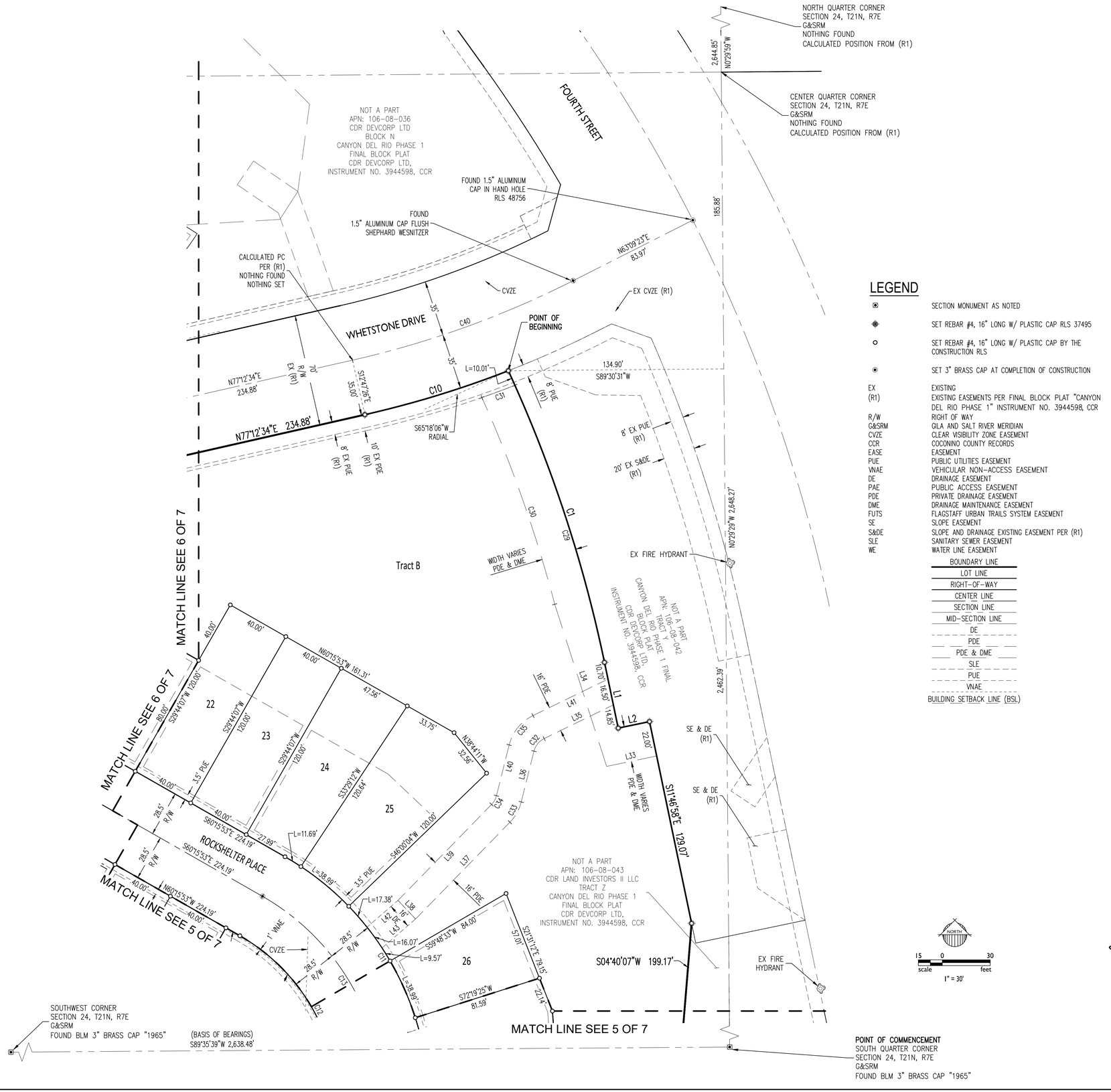
THENCE, NORTH 37 DEGREES 18 MINUTES 00 SECONDS EAST, 30.51 FEET;

THENCE, NORTH 73 DEGREES 58 MINUTES 59 SECONDS EAST, 12.49 FEET TO THE BEGINNING OF A NON–TANGENT CURVE, CONCAVE NORTHERLY, FROM WHICH THE RADIUS POINT BEARS NORTH 19 DEGREES 59 MINUTES 43 SECONDS EAST A DISTANCE OF 635.00 FEET;

THENCE, EASTERLY 363.36 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32 DEGREES 47 MINUTES 09 SECONDS;

THENCE, NORTH 77 DEGREES 12 MINUTES 34 SECONDS EAST, 234.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 635.00 FEET;

THENCE, NORTHEASTERLY 94.03 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 8 DEGREES 29 MINUTES 02 SECONDS TO THE POINT OF BEGINNING.



LEGEND

⊙	SECTION MONUMENT AS NOTED
◆	SET REBAR #4, 16" LONG W/ PLASTIC CAP RLS 37495
○	SET REBAR #4, 16" LONG W/ PLASTIC CAP BY THE CONSTRUCTION RLS
⊙	SET 3" BRASS CAP AT COMPLETION OF CONSTRUCTION
EX	EXISTING
(R1)	EXISTING EASEMENTS PER FINAL BLOCK PLAT "CANYON DEL RIO PHASE 1" INSTRUMENT NO. 3944598, CCR
R/W	RIGHT OF WAY
G&SRM	GILA AND SALT RIVER MERIDIAN
CVZE	CLEAR VISIBILITY ZONE EASEMENT
CCR	COCONINO COUNTY RECORDS
EASE	EASEMENT
PUE	PUBLIC UTILITIES EASEMENT
VNAE	VEHICULAR NON–ACCESS EASEMENT
DE	DRAINAGE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
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FUTS	FLAGSTAFF URBAN TRAILS SYSTEM EASEMENT
SE	SLOPE EASEMENT
S&DE	SLOPE AND DRAINAGE EXISTING EASEMENT PER (R1)
SLE	SANITARY SEWER EASEMENT
WE	WATER LINE EASEMENT

BOUNDARY LINE
LOT LINE
RIGHT–OF–WAY
CENTER LINE
SECTION LINE
MID–SECTION LINE
DE
PDE
PDE & DME
SLE
PUE
VNAE
BUILDING SETBACK LINE (BSL)

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, Az 85201
T:480.503.2250 | F:480.835.1799
w w w . e p s g r o u p i n c . c o m

Project: THE HIGHLANDS AT CANYON DEL RIO
BLOCK R1 PHASE 1
FLAGSTAFF, ARIZONA

FINAL PLAT

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA 811 (Arizona Blue Stake, Inc.)
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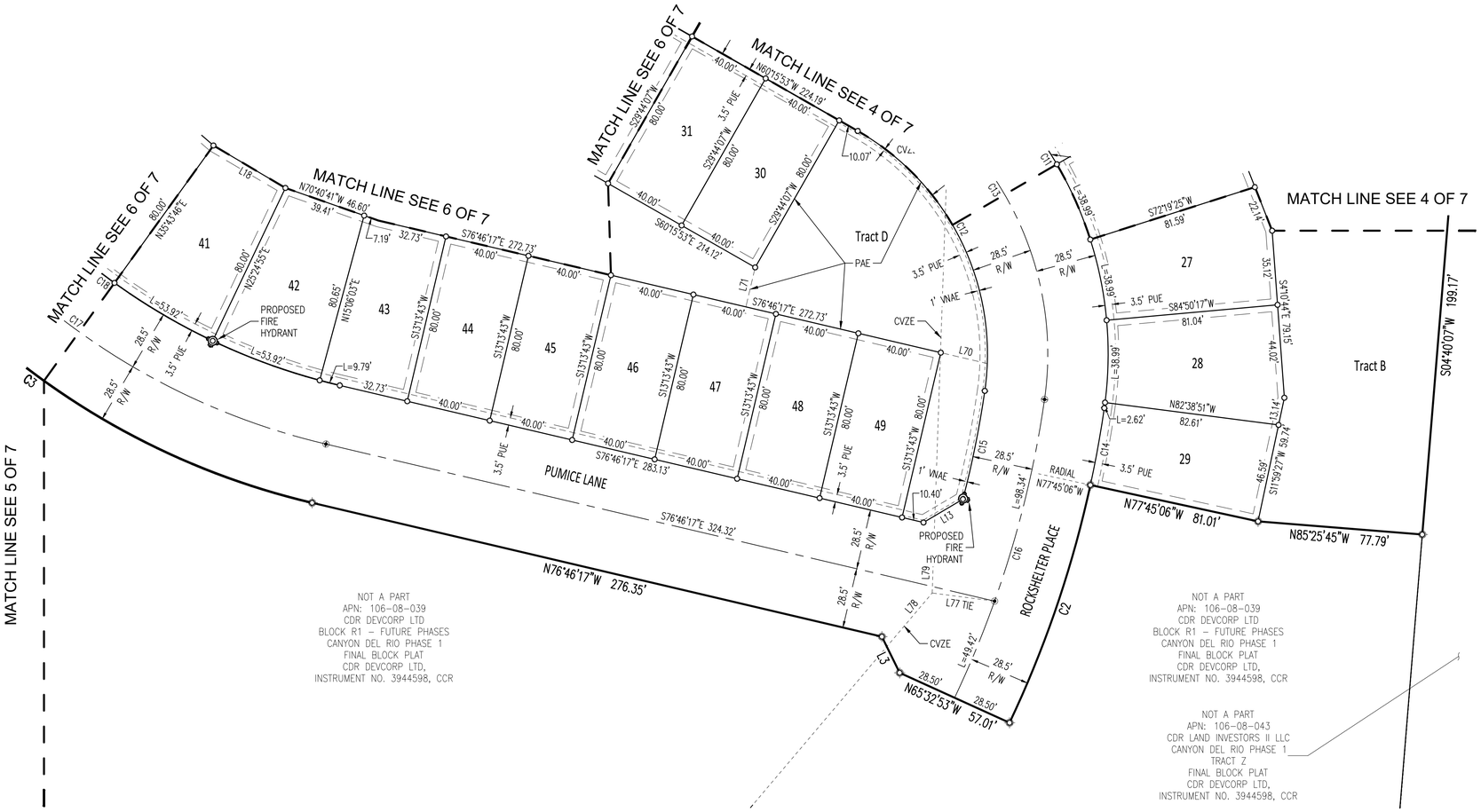
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JOHNSTON
Date Signed 1/05/26

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NOT A PART
APN: 106-08-039
CDR DEVCORP LTD
BLOCK R1 – FUTURE PHASES
CANYON DEL RIO PHASE 1
FINAL BLOCK PLAT
CDR DEVCORP LTD,
INSTRUMENT NO. 3944598, CCR

NOT A PART
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FINAL BLOCK PLAT
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INSTRUMENT NO. 3944598, CCR

NOT A PART
APN: 106-08-043
CDR LAND INVESTORS II LLC
CANYON DEL RIO PHASE 1
TRACT Z
FINAL BLOCK PLAT
CDR DEVCORP LTD,
INSTRUMENT NO. 3944598, CCR

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BUILDING SETBACK LINE (BSL)

NORTH
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scale feet
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BLOCK R1 PHASE 1
FLAGSTAFF, ARIZONA

FINAL PLAT

Revisions:

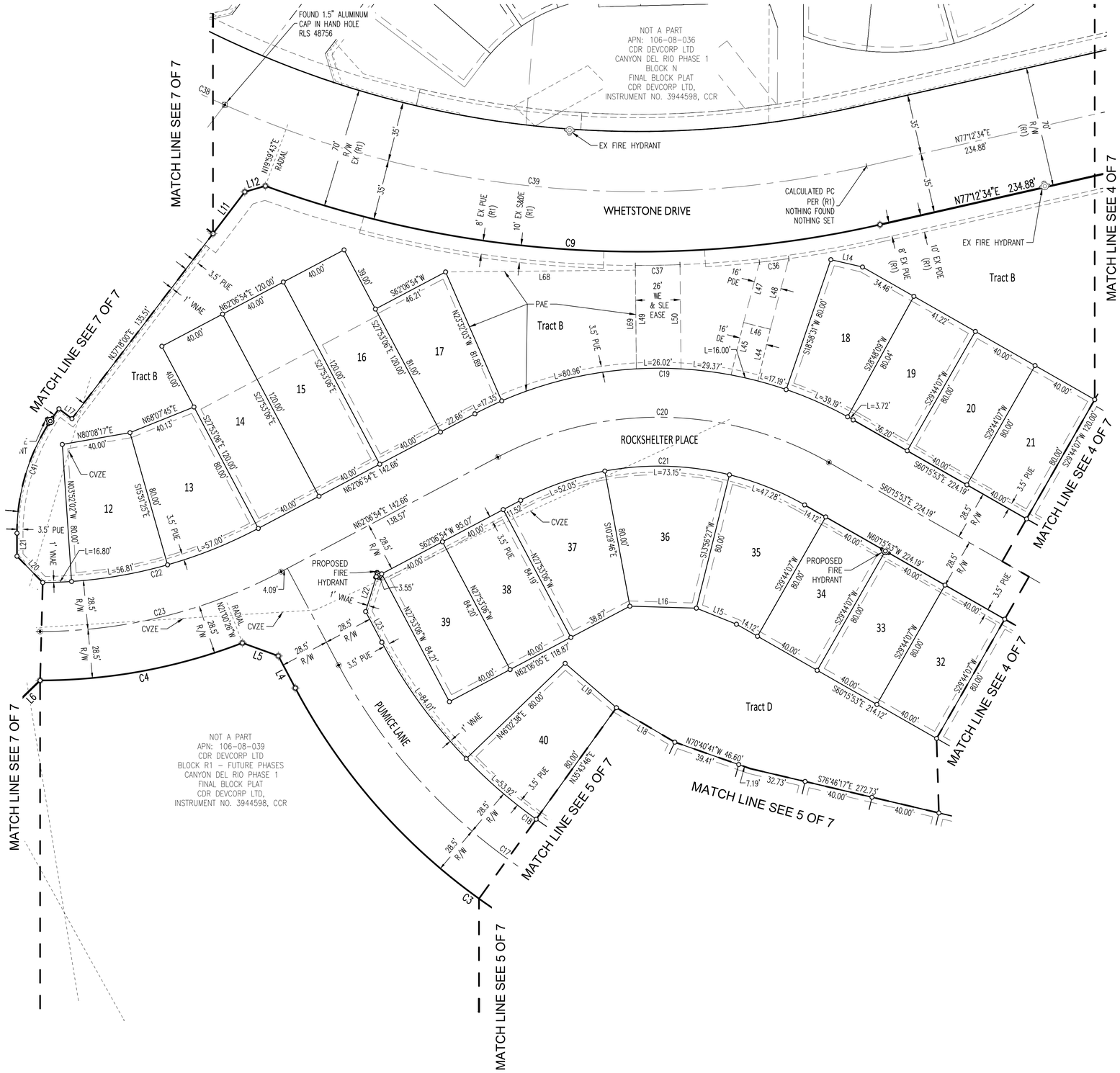
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THE HIGHLANDS AT CANYON DEL RIO
BLOCK R1 PHASE 1
FLAGSTAFF, ARIZONA

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Project:

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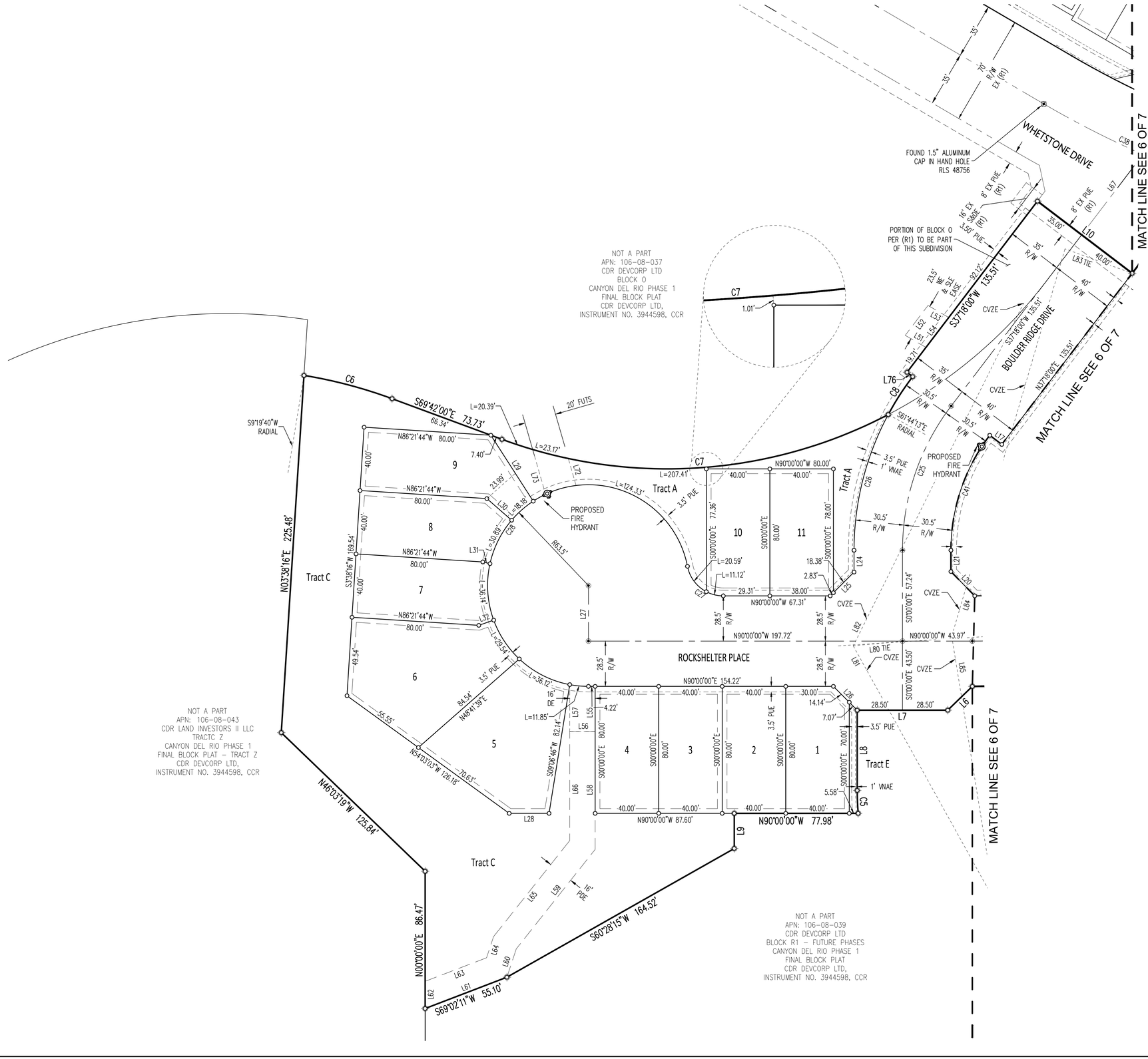
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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Co-Submitter: Sam Beckett

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-14 and Ordinance No. 2026-08: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2026 Landfill Fees Corrections and Updates"; and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 7 Health and Sanitation, Section 7-04-001-0010 Fees, Subsection H Landfill Fees; providing for penalties, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2026-14
2. Read Ordinance No. 2026-08 by title only for the final time
3. City Clerk reads Ordinance No. 2026-08 by title only (if approved above)
4. Adopt Ordinance No. 2026-08

Executive Summary:

On December 3, 2025, the Arizona Department of Environmental Quality (ADEQ) adopted changes to fees. Within the list of changes included an increase to Solid Waste Disposal Fees which the City collects and remits to ADEQ. The fee was increased from $0.25 per ton to $0.58 per ton effective December 3, 2025. The last Solid Waste Rate adoption in 2018 included tables for Landfill Fees which combined our fee with other fees. The total current fee of $45.75 per ton includes the City landfill fee of $43.00 per ton, the ADEQ fee of $0.25 per ton, and the Environmental Maintenance Facility Fee (EMF) of $2.50 per ton. The landfill customers receive a receipt which shows the breakdown of each of these fees. City staff is currently remitting the ADEQ fees to the state based on the current fee; however, we are using the Solid Waste budget to offset the difference until the City Code is corrected. Staff estimates this change to be an annual $31,000+ impact on the operating budget if we do not make the correction.

City staff is asking Council for approval of the changes to the City Code to correct our tables and provide clarity of the landfill rates and additional fees we collect.

Financial Impact:

The increase to the ADEQ fee from $0.25 to $0.58 will have an estimated $31,000+ on the Solid Waste budget if not corrected in the City Code.

Policy Impact:

None

Previous Council Decision or Community Discussion:

The Solid Waste Landfill Fees were last adopted on December 11, 2018.

Options and Alternatives to Recommended Action:
Approved the City Code changes as recommended by staff.
Do not approve the City Code changes as recommended by staff and direct staff to use operation budget to pay the difference related to ADEQ rates.

Connection to PBB Priorities and Objectives:
None

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Res. 2026-14
2026 Landfill Fees Corrections and Updates
Ord. 2026-08

RESOLUTION NO. 2026-14

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*2026 LANDFILL FEES CORRECTIONS AND UPDATES*"

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 desires to adopt an ordinance amending the City Code provisions relating to solid waste disposal fees at the City landfill; and

WHEREAS, the City Council of the City of Flagstaff ("City") wish to declare the document entitled *"2026 Landfill Fee Corrections and Updates"* to be a public record and to permit its adoption by reference into the City Code.

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 *"2026 Landfill Fee Corrections and Updates"* 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 7th day of April, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
2026 Landfill Fee Corrections and Updates

2026 Landfill Fee Corrections and Updates

The Flagstaff City Code, Title 7 Health and Sanitation, Chapter 04 Municipal Solid Waste Collection Service, is hereby amended by revising Section 7-04-001-0010 Fees by amending Subsection H Landfill Fees to read as follows (additions are shown as redlined and underlined capitalized text, and deletions are shown as stricken):

CHAPTER 7-04

MUNICIPAL SOLID WASTE COLLECTION SERVICE

7-04-001-0010 FEES
The rates and charges for services outlined below are based on the cost of the services provided. The Director or designee may establish special rates or charges when required by unusual, unique or special needs, or to provide discounts for high-volume customers when collection efficiencies are realized.

H. Landfill Fees: Landfill fees shall be calculated at the actual cost per ton plus an additional amount to be determined by City Council to establish a capital account to fund future projects and equipment purchases. The City shall establish a legal reserve within the Environmental Services Fund for the purpose of funding costs of closing the landfill as required by the EPA or its designee. Monies shall be appropriated and set aside monthly in an amount to meet the estimated capital costs, to include liner system, methane collection and cover material. Interest shall accrue to this account to be used for all the same purposes mentioned above.

1. Environmental Maintenance Facility Fee ("EMF"): ~~In addition to the landfill tipping fees outlined below, t~~The City shall collect a fee of two dollars fifty cents ($2.50) per-ton tipping fee to fund the facilities that support the activities associated with municipal solid waste collection. The City shall annually allocate the of two dollars fifty cents ($2.50) per-ton tipping fee to service the debt associated with construction of the core services maintenance facility. The City shall establish a legal reserve fund for this purpose. Interest shall accrue to this account to be used for all of the same purposes mentioned above.

The two dollars fifty cents ($2.50) per-ton fee referenced in this subsection shall remain in effect until retirement of the debt associated with construction of the core services maintenance facility.

2. ~~The landfill tipping fees for each user category shall be as follows, plus~~ CUSTOMERS SHALL BE CHARGED all applicable State and Federal ~~taxes:~~ FEES AND TAXES FOR USE OF THE LANDFILL, INCLUDING BUT NOT LIMITED TO THOSE SET BY THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY OR OTHER AGENCIES AND PASSED THROUGH BY THE CITY TO CUSTOMERS, AND POSTED ON THE CITY WEBSITE (COLLECTIVELY "OTHER CHARGES")

3. LANDFILL TIPPING FEES SCHEDULE:

a. Category 1: City residents who pay for City of Flagstaff water and refuse services - will be charged THE EMF, OTHER CHARGES, PLUS the following fees to use the landfill:

Type of Refuse	Cost
Residential solid waste	~~$45.75~~ $43.00 per ton (if less than one ton there is no charge)
Construction and demolition material (less than one ton)	$20.00 per pickup truck, additional $20.00 per trailer
Construction and demolition material (greater than one ton)	~~$45.75~~ $43.00 per ton
Green waste (tree limbs, logs/stumps and Xmas trees)	Free *Note: pine needles and leaves are NOT green waste
White goods	Free
Electronics	Free (must be disposed at HPC)
Freon evacuation for household units	Free
Unsecured load charge (i.e., load not covered or tied down)	$20.00 additional charge per unsecured load

b. Category 2: Non-City Residents who live in Coconino County and City residents who do not pay for City of Flagstaff water and refuse services – will be charged the EMF, OTHER CHARGES, PLUS THE following fees to use the landfill:

Type of Refuse	Cost
Residential solid waste (bagged)	$2.00 per bag
Residential solid waste (less than one ton)	$20.00 per pickup truck, additional $20.00 per trailer
Residential solid waste (greater than one ton)	~~$45.75~~ $43,00 per ton
Construction and demolition material (less than one ton)	$20.00 per pickup truck, additional $20.00 per trailer
Construction and demolition material (greater than one ton)	~~$45.75~~ $43.00 per ton
Green waste (tree limbs, logs/stumps and Xmas trees)	Free *Note: pine needles and leaves are NOT green waste
White goods (with proof that refrigerants, oil or compressors have been removed)	$8.74 per unit
Electronics	Must be disposed at HPC
Unsecured load charge (i.e., load not covered or tied down)	$20.00 additional charge per unsecured load

The cost for disposal of white goods requiring the extraction of refrigerant, oil or compressors will be based on the actual cost to the City for a third-party to perform the service.

c. Category 3: Commercial hauled refuse (including refuse hauled by licensed solid waste collection companies) from within City – will be charged the EMF, OTHER CHARGES, PLUS THE following fees to use the landfill:

Type of Refuse	Cost
Commercial solid waste	~~$45.75~~ $43.00 per ton (minimum charge of one ton)
Green waste (tree limbs, logs/stumps and Xmas trees)	~~$45.75~~ $43.00 per ton *Note: pine needles and leaves are NOT green waste
White goods (with proof that refrigerants, oil or compressors have been removed)	$8.74 per unit
Metal only (recycle fee)	~~Current Norton Recycling fee~~ $32.25 per ton
Electronics	Must be disposed at HPC
Exceptional waste (e.g., asbestos)	~~$45.75~~ $43.00 per ton plus $20.00 one time handling fee
Unsecured load charge (i.e., load not covered or tied down)	$20.00 additional charge per unsecured load

The cost for disposal of white goods requiring the extraction of refrigerant, oil or compressors will be based on the actual cost to the City for a third-party to perform the service.

(1) Inert Material:

(a) Landfill tipping fees may be waived or reduced for clean soil, rubble and other inert material that can be utilized for beneficial use to the landfill, as determined by the Director or designee.

(b) If the inert material is not clean soil, rubble or other inert material, the hauler will be charged ~~$45.75~~ $43.00 per ton.

d. Category 4: Refuse hauled from outside the County - WILL BE CHARGED THE EMF, OTHER CHARGES, PLUS THE FOLLOWING FEES TO USE THE LANDFILL:

Type of Refuse	Cost
For all items accepted at landfill	~~$89.19~~ $86.44 per ton

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7 HEALTH AND SANITATION, SECTION 7-04-001-0010 FEES, SUBSECTION H LANDFILL FEES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City is required dispose of solid waste generated within its jurisdiction pursuant to A.R.S. § 49-741; and

WHEREAS, the City may establish fees for use of its landfill pursuant to A.R.S. § 49-742; and

WHEREAS, the Arizona Department of Environmental Quality ("ADEQ") regulates solid waste disposal in the state pursuant to A.R.S., Title 49; and

WHEREAS, the ADEQ has authority to "establish by rule solid waste landfill disposal fees" on the operators of a solid waste landfill or facility pursuant to pursuant to A.R.S. § 49-836(G); and

WHEREAS, ADEQ has established new solid waste landfill fees pursuant to Arizona Administrative Code, Article 21; and

WHEREAS, operators of a solid waste landfill or facility affected by the landfill disposal fees established by the ADEQ "may adjust the fees charged to customers by passing through to the customers the additional costs" pursuant to A.R.S. § 49-836(F); and

WHEREAS, for information made available regarding "other fees whose amounts are set by state or federal law" the City does not need to post a 60-day website notice prior to adoption, but "that information shall be posted on the municipality's website and, if the municipality uses social media or other electronic communication tools, distributed through social media or other electronic communication tools," pursuant to A.R.S. § 9-499.15(H),(I); and

WHEREAS, the City has posted on its website and distributed through social media or other electronic communication tools information about new landfill disposal fees established by ADEQ rule that are being passed through by the City to landfill customers.

ENACTMENTS:

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

SECTION 1. That certain document known as "2026 Landfill Fee Corrections and Updates", 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. 2026-14 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out

in this ordinance.

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 7th day of April, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-06: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2026-06 by title only for the final time
2. City Clerk reads Ordinance No. 2026-06 by title only (if approved above)
3. Adopt Ordinance No. 2026-06

Executive Summary:

This amendment removes the requirement for dedications affiliated with a subdivision plat to be accepted by Council prior to recording. This will make the subdivision review process completely administrative. Staff continues to adjust the code to comply with the requirements HB 2447 which now requires that municipalities review subdivision plats administratively.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed City Code Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed City Code Text Amendment.

Previous Council Decision or Community Discussion:

There have been no previous Council decisions on this ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Connection to PBB Priorities and Objectives:

High Performing Governance - Serve the public by providing high quality customer service.

Connection to Regional Plan:

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Connection to Carbon Neutrality Plan:
CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Connection to 10-Year Housing Plan:
Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

Attachments: Ord. 2026-06
Presentation

ORDINANCE NO. 2026-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, GENERAL PLANS AND SUBDIVISION, CHAPTER 11-20: SUBDIVISION AND LAND SPLIT REGULATIONS, DIVISION 11-20.40: SUBDIVISION PROCEDURES AND REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Flagstaff City Code Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements; and

WHEREAS, the Arizona Revised Statutes have been amended to modify the subdivision review process (HB2447); and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services division and all attachments to those reports, and the Council finds that the proposed City Code text amendment to be compliance with Arizona Revised Statutes.

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 Flagstaff City Code, Title 11, General Plans and Subdivision, Chapter 11-20: Subdivision and Land Split Regulations, Division 11-20.40: Subdivision Procedures and Requirements, Section 11-20.40.040: Final Plat, subsection 11-20.40.040.D: Dedications, is hereby amended as follows:

D. Dedications. A statement of dedication of all streets, alleys, drainageways, pedestrian ways, and other easements for public use by the subdivider shall be provided with the final plat submittal. Standard dedication language is kept on file with the Planning and Development Services ~~**Section**~~ **Division**. This language shall be utilized on all final plats unless alternative language is approved by the Director and City Engineer. If lands to be dedicated are mortgaged, the mortgagee shall sign the plat and required dedications.

1. ~~City Council~~ Acceptance of Dedications. ~~**All public land dedications and all lands dedicated for maintenance by the City must be accepted by the City Council prior to recordation of the final plat.**~~ **The Director and City Engineer shall accept dedications of real property interests to the City made through any final plat approved administratively pursuant to Section 11-20.40.040(E)(2). Such acceptance shall be effective upon recordation of the final plat.** All lands to be dedicated to the City that are not included in the plat boundaries require a separate

instrument (warranty deed) to be recorded with the final plat. If the plat contains private streets, public access and utility easements shall be provided.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of Title 11, General Plans and Subdivision.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

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

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of April, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Final Plat Dedication City Code Amendment

SB 1103, adopted in 2023, created provisions for municipalities to review and approve subdivisions administratively.

The City of Flagstaff Subdivision Code was updated to reflect these provisions in December 2024.

HB 2447, adopted 2025, updated provisions to require municipalities to review and approve subdivision administratively with an effective date of January 1, 2026.

The following provision from the code amendment approved in December 2024 needs to be amended to be in full compliance with the mandatory administrative review provisions of HB 2447.

D. Dedications. A statement of dedication of all streets, alleys, drainageways, pedestrian ways, and other easements for public use by the subdivider shall be provided with the final plat submittal. Standard dedication language is kept on file with the Planning and Development Services ~~**Section**~~ **Division**. This language shall be utilized on all final plats unless alternative language is approved by the Director and City Engineer. If lands to be dedicated are mortgaged, the mortgagee shall sign the plat and required dedications.

- 1. ~~City Council~~ Acceptance of Dedications. ~~**All public land dedications and all lands dedicated for maintenance by the City must be accepted by the City Council prior to recordation of the final plat.**~~ **The Director and City Engineer shall accept dedications of real property interests to the City made through any final plat approved administratively pursuant to Section 11-20.40.040(E)(2). Such acceptance shall be effective upon recordation of the final plat.** All lands to be dedicated to the City that are not included in the plat boundaries require a separate instrument (warranty deed) to be recorded with the final plat. If the plat contains private streets, public access and utility easements shall be provided.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sarah Langley, Public Affairs Director

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Approval: Materials for Washington DC Lobbying Trip

STAFF RECOMMENDED ACTION:

Approve the materials for the Washington DC Lobbying Trip

Executive Summary:

Every year, a delegation comprised of the Mayor, two Councilmembers and City Leadership travels to Washington DC to meet with federal representatives to champion the needs of Flagstaff. This year, the federal lobbying trip is set to take place on April 13 - 16. The lobbying materials detail the topics that will be discussed during meetings between the Council, City Leadership and federal representatives. This year, topics include the Rio de Flag Flood Control Project, forest health, affordable housing, transportation infrastructure, the Red Gap Ranch Regional Pipeline/ NAIWRSA Settlement, and the City's FY27 Congressionally Directed Spending requests. The materials will be attached to the agenda prior to the meeting.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

Do not approve materials for the Washington DC Lobbying Trip

Background and History:

N/A

Connection to PBB Priorities and Objectives:

The federal lobbying packet supports the following priorities:

- Safe and Healthy Community
- Sustainable & Innovative Infrastructure
- Robust & Resilient Economy
- Livable Community
- Environmental Stewardship

Connection to Regional Plan:

- Environmental Planning & Conservation
- Transportation
- Public Buildings, Services, Facilities & Safety
- Neighborhoods, Housing & Urban Conservation

Connection to Carbon Neutrality Plan:

- CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change
- DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- DD-5: Invest in comprehensive and equitable transit.
- HA-1: Create housing options for households at all income levels and family sizes occupied by local residents

Connection to 10-Year Housing Plan:

- Create housing options for households at all income levels and family sizes occupied by local residents.
- Connect people to equitable housing solutions.
- Preserve affordable housing.

Connection to Division Specific Plan:
N/A

Attachments: Internal Briefing Book
2026 Flagstaff Legislative Requests

City of Flagstaff
2026 Washington DC Lobbying Trip
Internal Briefing Book

Contents

Rio De Flag 2

NAIWRSA/ Red Gap Ranch Regional Pipeline 5

Forest Health 7

Congressionally Directed Spending (CDS) Requests 8

- Flagstaff Airport Terminal Expansion, Accessibility and Drainage Improvements - $1.4M 8
- Flagstaff La Plaza Vieja Phase 2 Infrastructure Improvements - $1.5M 9
- Flagstaff Biochar Facility: Managing Biosolids and Forest Treatment Residue - $4M 10

Transportation 11

Housing 12

Rio De Flag

Background Information

- The City of Flagstaff, Arizona is impacted by the 100-year flood plain of the Rio de Flag (RDF) drainage, which covers large portions of the downtown business district and historic neighborhoods.
- In addition to the community health and safety risk, a significant flood event would damage approximately 1,500 structures valued at over $916 million and cause $93 million in economic damages, for a total impact of over $1 billion (Army Corps 2008 estimates).
- Properties in the area also require mandatory flood insurance if a mortgage is in place as well as restrictive floodplain management regulations.

Project Information

- The Rio de Flag Flood Control Project proposes to contain the 100-year flood event through construction of 2.9 miles of underground and open channel improvements through central Flagstaff and construction of a 72-acre detention basin, which has been completed.
- Construction of the channel improvements will require relocation of utilities, reconstruction of street improvements, construction of bridges, environmental remediation, and property acquisition.
- The Project was originally authorized in the Water Resources Development Act of 2000 for $24 million and subsequently reauthorized in 2007 for $54 million. On December 10, 2016, the Water Infrastructure Improvement Act for the Nation reauthorized the project for $102.9M. The current cost estimate has recently increased from $122 million to approximately $243 million.
- The Army Corps has spent $32 million to date (including project design, construction of the Clay Avenue Wash Detention Basin and Butler Tunnel, and staff administration) and the City of Flagstaff has spent $40 million (including project design, construction of the Thorpe Bridge, real estate acquisition, City project cost share and cash contribution, public involvement, environmental clearance, and staff administration).
- The final design for the main stem improvements is currently at 100% final draft and nearing completion.

BNSF Railway

- A large portion of the Lower Reach section of the project is located on BNSF Railway (BNSF) property and its main line track has the potential to experience flooding and impact rail operations.
- In 2026, the City will continue to work with BNSF to finalize project agreements to prioritize the construction of the RDF. These agreements are a crucial requirement for approving construction in 2027 and the future viability of the project depends on timely completion of these documents.

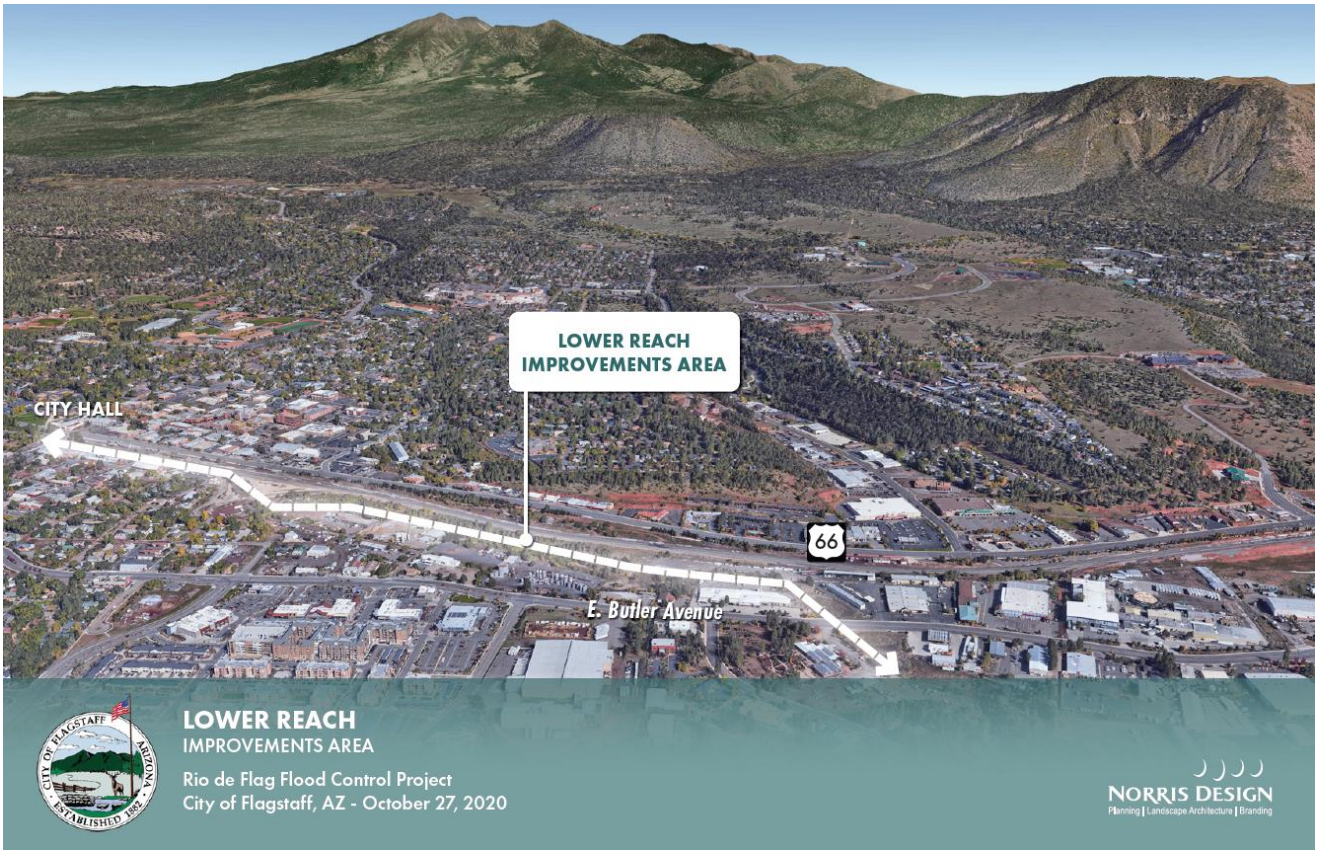
Army Corps of Engineers

- In February 2020, the Army Corps awarded $52 million in federal funding through its annual work plan to complete the Rio de Flag Flood Control Project. In light of the recent cost estimate revision, the Army Corps is currently going through a Change Control process. Alternatives are being evaluated for value engineering and project phasing to keep construction start on track for 2027.
- Proceeding with the Lower Reach portion of the project with the available funding is the City's highest priority. This phase of the project provides the greatest relief from flooding impacts to our most vulnerable citizens. The City is working toward funding its increased cost share and will need strong support to secure the federal share to keep this project moving forward.

Requests

- The City has been relentless in fighting for this project to safeguard its citizens from significant flood risk for decades.
- We have strategized and formed partnerships with federal, state, and private entities to deliver this flood control project, along with significant transportation projects that improve safety and economic opportunity for the region and nation.
- We have simply come too far to have this project stall any further and we request your support in this effort.
    - We ask that you encourage BNSF's continued participation in expediting a reasonable and cost-effective solution for the Army Corps and City to deliver the RDF Project with focus on approving the agency agreements for Phase 4 (Lower Reach) of the project.
    - Encourage the Army Corps to approve the Post Authorization Change Report to reestablish the authorized project costs and fund the total project through the Water Resources Development Act.
    - Encourage the Army Corps to provide $16M in work plan funding to begin construction of Phase 4 (Lower Reach) in 2027.

Rio de Flag Project – Lower Reach – Improvement Area



Rio de Flag Project – Upper Reach – Composite Channel Improvement Area



NAIWRSA/ Red Gap Ranch Regional Pipeline

Background Information

- In 2005, Flagstaff residents approved a $15 million dollar bond to secure future water supplies. That year, the City purchased Red Gap Ranch, 40 miles east of Flagstaff, as a future water supply, for $7.9 million.
- Since 2005, the City has invested millions more by drilling municipal water supply wells, and designing and engineering the Red Gap Ranch Regional Pipeline Project to a 10% design. This Regional Project has the potential to deliver water and provide water resiliency and sustainable economic development to the City, our tribal neighbors, the Arizona State Land Department (ASLD), and others along the I-40 corridor.
- This imported water supply is critical for the region because the City's existing water supplies are located on heavily forested USFS lands, and the City remains in the 99th percentile of cities nationwide for wildfire risk (Wildfirerisk.org). The recent Dragon/Bravo fires at the Grand Canyon (2025) are illustrative of the serious risk to regional water supplies.

NAIWRSA

- The City is one of 38 parties to the 2024 Northeastern Arizona Indian Water Rights Settlement Agreement (NAIWRSA) and supports passage of the pending NAIWRSA Act by Congress.
- On March 10, the City provided a letter of support for NAIWRSA and its representative attended the SCIA Hearing in DC. The Regional Project is mentioned in NAIWRSA, although not funded through NAIWRSA. The City and Navajo Nation's technical representatives have been working cooperatively in furthering a Regional Project that remains consistent with NAIWRSA.
- After the settlement was executed, the Bureau of Reclamation completed a Value Planning process with the City and Navajo Nation (Hopi observed) to evaluate the Regional Project (2025). The Value Planning process identified the preferred alignment along the I-40 corridor as the highest-ranking alternative identified to address critical water supply needs for the City and Navajo Nation, including the proposed economic development plans Navajo Nation in the southwestern area of the Navajo Reservation. The Value Planning Report has not yet been finalized by the BOR.
- Although Governor Hobbs, Senator Kelly, and ASLD Commissioner Sahid each sent letters of support for the Regional Project and requested the BOR to proceed to an appraisal level study, the BOR has not yet formally committed to do so.
- The City's representatives met with the BOR at the CRWUA annual meeting in December 2025, and BOR leadership, including Deputy Commissioner David Palumbo, expressed positive support for the Regional Project, and promised to consider a formal commitment and meet again with the City and Navajo Nation in early 2026.

- Based on the decades of research already conducted, and the commitment of technical and other resources, the City believes an appraisal level study could be completed by the BOR in 2026.

Requests

- Continued support for passage of NAIWRSA.
- Continued support and assistance in obtaining an appraisal level study through the BOR.
    - If the BOR determines that the Regional Project meets federal objectives and is feasible, the City will ask for support for draft legislation for a $30 million appraisal/feasibility bill authorizing the BOR to conduct a feasibility study for the Red Gap Ranch Regional Pipeline Project.

Forest Health

Background Information

- Catastrophic wildfire is the #1 fire threat to Flagstaff. We experience 60-100 wildfires per year within the city boundaries, and another 150+ on jurisdictions immediately surrounding our community.
- In addition to serious ecosystem damage, a single undesirable fire moving into the city will most-assuredly affect lives and properties, and inflict serious, and long term, economic harm.
- Three factors influence fire behavior: weather, topography, and fuels.
- Of these, only fuel can be readily manipulated. Hazard mitigation activities, undertaken in a responsible manner and throughout the general area, are vital to ecosystem health and community protection.
- Such activities are not meant to eliminate wildfire from the landscape. More than a century of wildfire suppression has demonstrated conclusively the fallacy of such efforts.
- Frequent, low intensity fire is required for a healthy ponderosa pine ecosystem. These fires do not pose a community-wide threat.
- Reintroduction of such fires requires the re-creation of a natural environment that will burn in a healthy, nonthreatening, manner, and a built environment that properly considers defensible space and home hardening strategies.

Requests

- Allocate $5M for timber projects within the Flagstaff Watershed Protection Project as part of a $25M 4FRI (Four Forest Restoration Initiative) funding commitment.
- Pass the Fix our Forests Act (FOFA) with a renewed focus on Community Wildfire Risk Reduction Programs that proactively address wildfire risk reduction actions and increase ignition resistance of the built environment.
- Make the Fire Funding Fix (FFF) permanent (it expires at the end of federal FY27). The FFF stabilizes federal fire budgets, eliminating the need to borrow from non-fire programs when they encounter suppression funding shortfalls. These changes mean land management agencies can focus on their mission related priorities without worrying whether they will have the necessary resources to do so.

Congressionally Directed Spending (CDS) Requests

Flagstaff Airport Terminal Expansion, Accessibility and Drainage Improvements - $1.4M

Project Description

- Funding would be used for:
    - Design work for terminal expansion, including expansion of the airline counter area, airline hold room, and airline office space in the terminal. This project will increase competition and travel options by allowing an additional airline to serve the airport and will allow the use larger aircraft by increasing the passenger hold room capacity.
    - Design work for accessibility improvements, including new Service Animal Relief Areas (SARA) both outside and inside the TSA checkpoint, and a family restroom within the terminal.
    - Design and construction of apron drainage improvements at the terminal to reduce ponding and ice outside the terminal where passengers board their flights.
- This design can then be used to apply for separate construction grants through the Bipartisan Infrastructure Law Airport Terminal Program or Airport Improvement Program, as the project will be ""shovel-ready"".

Budget Breakdown

- Terminal Expansion Project – $530,000 for design services
- Terminal Accessibility Project - $70,000 for design services
- Commercial Apron Drainage Project - $800,000 full design and construction

Quick Facts

- ✓ Congressionally Directed Spending request: $1,400,000
- ✓ Total project cost: $6,877,200
- ✓ 5% local match available through the City of Flagstaff and/or Passenger Facility Charges
- ✓ Submitted to FAA: Airports (AIP)
- ✓ City applied for FAA Bipartisan Infrastructure Law Airport Terminal Program (BIL ATP) grants for construction.
- ✓ Environmental documentation (Categorical Exclusion) funded through a state grant provided by ADOT.
- ✓ Project was included in the Senate's FY25 appropriations bill but not funded due to the continuing resolution.
- ✓ Project is scalable - the highest priority is the $800,000 for the commercial aircraft apron design and construction.
- ✓ Supported by American Airlines, City of Flagstaff Airport Commission, Flagstaff Chamber of Commerce, and the Economic Collaborative of Northern Arizona.

Flagstaff La Plaza Vieja Phase 2 Infrastructure Improvements - $1.5M

Project Description

- The Project will provide traffic calming measures, and safety improvements for a historic Flagstaff neighborhood.
- La Plaza Vieja neighborhood is located east of Milton Road and northwest of Northern Arizona University and is home to approximately 1,305 residents.
- Safety will be increased by providing shorter pedestrian crossing distances, increased visibility of pedestrians, improved ramps, and improved storm drain locations.
- Project design is complete and the project is considered "shovel ready.

Quick Facts

- ✓ Congressionally Directed Spending request: $1,500,000
- ✓ Total project cost: $1,500,000
- ✓ Funds for the 5.7% local match requirement would be made available if this request was approved.
- ✓ Submitted to DOT: Highways (HIP)
- ✓ Project was included in the Senate's FY25 appropriations bill but not funded due to the continuing resolution.
- ✓ Project is included in the State Transportation Improvement Plan (STIP)
- ✓ No environmental documentation needed as the project is within existing Right of Way (ROW).
- ✓ Supported by Haven Montessori School, La Plaza Vieja Neighborhood Association, MetroPlan, and Mountain Line Transit.

Flagstaff Biochar Facility: Managing Biosolids and Forest Treatment Residue - $4M

Project Description

- The project will design and construct Phase 1 of the Biosolid and Forest Biomass facility at the Wildcat Hill Wastewater Treatment Plant in Flagstaff
- This facility can serve as a replicable model for a fiscally sound wastewater and active forest management system in forested communities.
- The project will help address two key public health and safety challenges facing Flagstaff; wildfire risk and wastewater biosolids management.
    - Forest thinning operations reduce wildfire risk, but private-sector wood utilization markets are dealing with an excess of forest biomass waste products (like small-diameter wood and sawdust).
    - At the same time, the city relies on aging wastewater treatment facilities that are nearing capacity and disposes of biosolids through land injection or landfilling.
- By developing a facility that treats wastewater biosolids and forest biomass waste products together, the City can address both issues and produce Class A biochar.
    - Biochar is a valuable, marketable product that can be sold for fertilizer, erosion control, and construction materials.

Budget Breakdown

- $3.35M for construction materials and services
- $740K for design and engineering.

Quick Facts

- ✓ Congressionally Directed Spending request: $4,000,000
- ✓ Total project cost: $4,000,000
- ✓ Local match funding available through the City's Wildland Fire Management Program, Water Services Division, and Sustainability Division.
- ✓ Submitted to Bureau of Reclamation: Water and Related Resources.
- ✓ Project was included in the Senate's FY25 appropriations bill but not funded due to the continuing resolution.
- ✓ Supported by Flag Water Group, Flagstaff Water Commission, ADEQ, Four Forest Restoration Initiative Stakeholder Group, Greater Flagstaff Forests Partnership, and the Flagstaff Sustainability Commission.

Transportation

Background Information

- The City strongly supports preserving discretionary grant funding opportunities in the reauthorization of the surface transportation funding bill.
- IIJA has enabled rural Arizona to obtain more than $200 million in discretionary funding, improving safety, reducing congestion, supporting working families, and promoting economic development.
- A formula-based approach significantly reduces our access to funding at the scale needed to complete projects.
- Discretionary programs ensure that limited dollars go to the projects with the highest need around the country.
- With these programs, America's infrastructure in the most desperate need of replacement and repair get fixed rather than spending money on those in moderate need simply because the money is distributed by formula.
- Population-based formulas don't help rural areas build new roads or bridges because the formulas don't provide enough money to actually build projects.
- If formula funds are distributed to states, there is little incentive for them to pass that money through to local agencies.
- Formula programs have clear winners, sending money to large cities and high-population states rather than the highest need infrastructure.

Flagstaff Examples

The City of Flagstaff has been able to strategically plan and advance key infrastructure improvements thanks to several competitive federal grants. These investments strengthen the community's transportation network, improve safety, and enhance mobility for residents and visitors alike. Recent awards have included support for:

- Downtown Mile Safety & Connectivity Improvement Project – INFRA grant
- Critical upgrades to the Amtrak Station – CRISI grant
- Butler Complete Streets Project - SS4A grant
- Butler-Fourth Street Improvements Project – BUILD grant

Request

- Preserve discretionary grant funding opportunities.
- Maintain the existing ratio of funds to ensure rural America has access to desperately needed infrastructure funding.

Housing

Background Information

- Flagstaff is in a declared housing emergency — federal funding is foundational, not supplemental.
    - The City Council declared a housing emergency in December 2020.
    - Roughly 27% of homeowners and 57% of renters are cost-burdened, and median rent exceeds $2,100/month — making Flagstaff one of the most expensive small metro areas in the country.
- Flagstaff has invested real local dollars and needs a reliable federal partner.
    - Flagstaff voters approved a $20 million housing bond and the City has committed several million general fund dollars to housing programs, code reform, and staff capacity.
    - Rooted in the goals of the 10-Year Housing Plan, the City is on track to create or preserve 7,976 units and to impact at least 6,000 low- to moderate-income residents with other housing services between 2022 and 2031.
    - This level of local commitment deserves stable, predictable federal support — not cuts or uncertainty.
- Housing is an economic and workforce issue — not just a social services issue.
    - Northern Arizona University, Flagstaff Medical Center, and the hospitality and tourism sector are struggling to recruit and retain workers who cannot afford to live here. A community that cannot house its workforce cannot sustain its economy or its tax base. Federal housing investment in Flagstaff is economic development policy.

Flagstaff's Federally Funded Housing Programs

- CDBG is our most flexible and critical tool — any reduction has immediate consequences.
    - Flagstaff receives approximately $625,000 annually in CDBG — our only federal housing entitlement. Given the relatively small allocation, these dollars are highly leveraged throughout the community to address the greatest needs and benefit the greatest numbers of people.
    - CDBG funding allows us to design solutions tailored to our unique circumstances: extreme land scarcity, altitude-driven construction costs, proximity to federal lands, a large university population, and a wildfire-affected environment.
    - Prescriptive federal mandates that restrict local discretion make federal dollars less effective in communities like ours.
- The Housing Choice Voucher (Section 8) program is a lifeline that must be maintained and expanded.
    - Flagstaff's 557 vouchers represent the only housing stability pathway for some of our most vulnerable residents.

    - The City is grateful for modest recent increases in Housing Assistance Payments and program administration funding.
    - Any cuts translate directly into families losing housing in a market where no affordable alternative exists. Maintaining current funding is the floor — expansion is needed.
- The Rental Assistance Demonstration (RAD) program is positioned to transform Flagstaff's public housing — and needs continued support.
    - Flagstaff's 265 units of public housing at Siler Homes, Brannen Homes, and scattered sites are the subject of an active RAD conversion effort, leveraging federal assistance to attract private capital and expand the number of affordable units beyond its public housing portfolio.
    - Congressional support for RAD — including protection of the program's structure, financing tools, and HUD staffing capacity — is essential to completing this transformation, creating additional housing opportunities for residents of Flagstaff and achieving the housing goals in our 10-Year Plan.

Requests

- Federal housing programs are most effective when funding is maintained or increased and local governments retain the flexibility to leverage state and local resources toward community-specific housing solutions.
- Flagstaff is reducing barriers on our end — we ask Congress to do the same.
    - The City is actively reforming zoning codes, permitting processes, and fee structures to make it faster and cheaper to build housing.
    - We ask Congress to reciprocate by reducing unnecessary federal regulatory burdens that decreases the effectiveness of housing funds at the local level for Flagstaff's seniors on fixed incomes, working families, veterans, and residents with disabilities who have no other pathway to stability in one of Arizona's most expensive communities.

City of Flagstaff

2026 Legislative Requests



Rio de Flag

- Encourage BNSF's continued participation in expediting a reasonable and cost-effective solution for USACE and the City to deliver the project (with a focus on approving the agency agreements for Phase 4).
- Encourage USACE to provide $16M to begin construction of Phase 4 (Lower Reach) in 2027 and approve the Post Authorization Change Report to reestablish the authorized project costs and fund the total project through the Water Resources Development Act.

Forest Health

- Allocate $5M for timber projects within the Flagstaff Watershed Protection Project as part of a $25M 4FRI funding commitment.
- Pass the Fix Our Forests Act (FOFA) with a renewed focus on community wildfire risk reduction programs that proactively address wildfire risk reduction actions.



NAIWRSA

- Continue support for the passage of the Northeastern Arizona Indian Water Rights Settlement Agreement (NAIWRSA)
- Continue support and assistance in obtaining an appraisal level study through the BOR.

FLAGSTAFF.AZ.GOV COUNCIL@FLAGSTAFFAZ.GOV 928-213-2015

Congressionally Directed Spending Requests

The City has submitted three requests for FY27. These requests were included in FY25 appropriations but were not funded due to the continuing resolution.

1. Flagstaff Airport Terminal Expansion, Accessibility and Drainage Improvements (Design & Construction) - $1.4M
2. Flagstaff La Plaza Vieja Phase 2 Infrastructure - $1.5M Improvements
3. Flagstaff Biochar Facility: Managing Biosolids and Forest Treatment Residue - $4M

Housing

- Maintain or increase funding for federal housing programs
- Retain flexibility for local governments to leverage state and local resources towards community-specfic housing solutions.

Transportation

- Preserve discretionary grant funding in the surface transportation funding bill, including the INFRA and BUILD grants.
- Population-based formulas do not help rural areas as they do not provide enough funding to actually build projects.



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Adoption of Resolution No. 2026-15 and Ordinance No. 2026-10: 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 "PZ-26-00018 - Data Centers" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

Continue the Public Hearing to May 5, 2026.

Executive Summary:

Staff requests to continue the Public Hearing until May 5, 2026 to allow more time for consideration.

Financial Impact:

There are no anticipated financial impacts affiliated with the propoposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Previous Council Decision or Community Discussion:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Background and History:

The purpose of the proposed amendment is to address community concerns in relation to Data Center land uses and ensure that appropriate mitigation measures are provided for a land use that is already permitted under the general category of Heavy General Industrial with specific use standards. Based on feedback received at the Planning & Zoning Work Session on March 11, 2026, staff has prepared two drafts of the proposed amendment. Proposal #1 includes adding a specific land use category called Data Center with specific use standards as described below:

- Chapter 10-40: Specific to Zones, Division 10-40.30: Non-Transect Zones, Section 10-40.30.050: Industrial Zones, Table 10-40.30.050. B.: Industrial Zones -- Allowed Uses -- is amended to add Data Center as a primary land use in the Heavy Industrial (HI) and Heavy Industrial Open (HI-O) zones with the issuance of a Conditional Use Permit.
- Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses -- is amended to add Section 10-

40.60.145: Data Center specific use standards.

General Requirements.

1. Development Sites shall be designed in accordance with Division 10-30.60: Site Planning Design Standards.
2. Buildings shall be designed to reduce perceived mass through architectural articulation, variation in façade materials, or modulation of building planes as required in Division 10-50.20: Architectural Design Standards.
3. Mechanical, electrical, and cooling equipment shall be fully enclosed or screened from view from rights-of-ways and adjacent properties.
4. Outdoor storage of equipment or materials shall be prohibited, except during permitted construction or maintenance activities.
5. A minimum 200-foot setback should be provided from a property line abutting a residential use or residential zoning district.
6. Perimeter fencing, if provided, shall be decorative and integrated with site landscaping.
7. Noise generated by all on-site operations, including cooling equipment and generators, shall not exceed a maximum outdoor dBA of 60 dBA / 70 dBC during the daytime (7 a.m. to 10 p.m.) and 50 dBA / 60 dBC during the nighttime (10 p.m. to 7 a.m.) at the property line. Sound attenuation walls shall be provided on any property line abutting a residential use or residential zoning district.
8. Generator and generator use must be in compliance with all applicable state and federal regulations. If a Data Center uses diesel generators, only tier IV or newer generators are permitted. Backup generators shall be used solely for emergency operations, testing, and maintenance, and shall not serve as a primary power source. Generator testing shall be limited to daytime hours and scheduled to minimize impacts on adjacent uses.
9. Fuel storage and handling shall comply with all applicable fire, building, and environmental regulations.
10. All mechanical cooling systems shall utilize a closed-loop configuration.
11. Cooling towers, chillers, and related equipment shall be screened and designed to minimize noise, plume visibility, and visual impacts.
12. Hazardous materials shall be limited to those necessary for operation and shall be stored and handled in accordance with applicable regulations.
13. Data centers shall not emit smoke, dust, odors, or vibration detectable beyond the property boundary, except during emergency generator operation.
14. Data Centers that have ceased operations for a continuous period of 12 months shall be considered abandoned and must be decommissioned. Within 90 days of the end of operations, the owner or operator shall submit a decommissioning plan to the City for review and approval. Decommissioning must be completed with 12 months of abandonment and shall include
    1. Removal of all equipment, structures, and above-ground facilities; and
    2. Proper disposal of any hazardous materials in accordance with applicable state and federal regulations; and
    3. Restoration of the site to a safe, stable condition, including grading and seeding of disturbed areas.

Conditional Use Permit Application Requirements.

1. A baseline noise study establishing existing noise levels prior to project construction including a Low-Frequency Noise Impact Report prepared by a licensed acoustical engineer including a noise contour exhibit depicting the anticipated noise levels (including low frequency noise) to be generated by the Data Center.
2. An assessment of current and future energy needs for the site.
3. Identification of the energy source(s) for the proposed Data Center and documentation from the utility provider(s) affirming sufficient power exists to serve the site. The applicant must include an estimate of annual energy consumption over all phases of the project, expected peak demand, and the percentage of energy demands that will be met by carbon-free energy, during each year of project operations. The use of 100% renewable energy for all data center energy needs is preferred and is attainable through methods including but not limited to on-site generation, virtual power purchase agreements, and purchasing RECs through electric utility providers.
4. An estimate of peak day and annual water consumption and wastewater discharge for the site.
5. Identification of the source of water for the proposed Data Center and documentation from the water utility provider affirming sufficient water resources to serve the Data Center. A Water and Sewer Impact

Analysis (WSIA) must be approved by the Water Services Division. The use of 100% non-potable and/or recycled water for all data center needs is preferred.
6. Identification and concentration of constituents in the wastewater stream that may have negative effects on the Publicly Owned Treatment Facility.
7. A narrative that describes how the proposed Data Center will comply with each of the requirements of this section.

- Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.040: Definitions "D" -- to add Data Center definition.

Data Center: A facility or portion of a building used to house computer systems, servers, and associated infrastructure for the storage, processing, management, or distribution of digital data. Data centers may include equipment for power distribution, backup power generation, cooling, fire suppression, and security.

Exceptions. Data Centers that are ancillary to another primary land use are permitted by right in all zones if they occupy no more than ten percent of the building footprint, are used to serve the enterprise functions of the primary land use and are not housed in a separate stand-alone structure on a parcel.

Proposal #2 amends existing land use definitions and provides a new definition of Data Center to prohibit Data Centers as a primary land use in the City of Flagstaff as described below:

- Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.040: Definitions "D" -- to add Data Center definition.

Data Center: A facility or portion of a building used to house computer systems, servers, and associated infrastructure for the storage, processing, management, or distribution of digital data. Data centers may include equipment for power distribution, backup power generation, cooling, fire suppression, and security. Data Centers as a primary use are not permitted in the City of Flagstaff. Data Centers that are ancillary to another primary land use are permitted by right in all zones if they occupy no more than ten percent of the building footprint, are used to serve the enterprise functions of the primary land use and are not housed in a separate stand-alone structure on a parcel.

- Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.090: Definitions "I", Section 10-80.20.160: Definitions "P", Section 10-80.20.180: Definitions "R" -- to exclude Data Centers from the Heavy General Industrial, Light General Industrial, Public Facility, and Research and Development definitions.

A Zoning Code Text Amendment shall be evaluated based on the following findings:
A. Finding #1:
The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
Flagstaff Regional Plan 2030
Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
Policy E&C.2.1. Encourage the reduction of all energy and material consumption.
Policy E&C.2.2. Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.
Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.
Policy E&C.8.1. Establish location-appropriate sound management tools with measurable criteria.
Policy E&C.8.2. Evaluate land uses and transportation proposals for their potential noise impacts.
Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.
Policy WR.3.1. Work together with regional partners to address regional human and environmental water needs.
Policy WR.3.2. Favor low-water consuming businesses and industries over water intensive uses.
Policy WR.3.3. Integrate sound water conservation and reuse systems into new and updated public facilities.
Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.

Goal E.1. Increase energy efficiency.
Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.
Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.
Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.
Policy E.1.8. Incorporate alternative energy conservation and renewable energy systems in applicable codes.
Policy E.1.9. Develop standards and guidelines to guide builders, architects, and developers toward optimal building, water use, and energy performance.
Goal E.2. Expand production and use of renewable energy.
Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.
Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.
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.
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.
B. Finding #2
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed Data Center land use is limited currently to the Heavy Industrial and Heavy Industrial Open zones with the oversight of a Conditional Use Permit. Additionally, specific use standards are created for the purposes of offsetting any potential negative impacts. The second proposal would specifically exclude the Data Center land use.
C. Finding #3
The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The amendments are internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. The amendments maintain the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Connection to PBB Priorities and Objectives:
Achieve a well-maintained community through comprehensive & equitable code compliance, & development is compatible with community values.

Connection to Regional Plan:
Flagstaff Regional Plan 2030
Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
Policy E&C.2.1. Encourage the reduction of all energy and material consumption.
Policy E&C.2.2. Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.
Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.
Policy E&C.8.1. Establish location-appropriate sound management tools with measurable criteria.
Policy E&C.8.2. Evaluate land uses and transportation proposals for their potential noise impacts.
Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.
Policy WR.3.1. Work together with regional partners to address regional human and environmental water needs.
Policy WR.3.2. Favor low-water consuming businesses and industries over water intensive uses.
Policy WR.3.3. Integrate sound water conservation and reuse systems into new and updated public facilities.
Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.
Goal E.1. Increase energy efficiency.

Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.
Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency.
Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.
Policy E.1.8. Incorporate alternative energy conservation and renewable energy systems in applicable codes.
Policy E.1.9. Develop standards and guidelines to guide builders, architects, and developers toward optimal building, water use, and energy performance.
Goal E.2. Expand production and use of renewable energy.
Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.
Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.
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.
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.

Connection to Carbon Neutrality Plan:
Encourage sustainable consumption.

Connection to 10-Year Housing Plan:
This amendment has no connection to the 10-Year Housing Plan.

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Alaxandra Pucciarelli, Current Planning Manager

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-07: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map with a Direct to Ordinance Zoning Map Amendment conditioned on a revised Site Plan of approximately 12.29 acres of real property generally located at 1801 S Milton Road.

STAFF RECOMMENDED ACTION:

At the April 7, 2026 Council Meeting:
1) Hold Public Hearing
2) Read Ordinance No. 2026-07 by title only for the first time
3) City Clerk reads Ordinance No. 2026-07 by title only (if approved above)

At the April 21, 2026 Council Meeting:
4) Read Ordinance No. 2026-07 by title only for the final time
5) City Clerk reads Ordinance No. 2026-07 by title only (if approved above)
6) Adopt Ordinance No. 2026-07

Executive Summary:

Direct to Ordinance Zoning Map Amendment, by Gammage & Burnham, PLC on behalf of Vintage Partners, of approximately 12.29 acres located at 1801 S Milton Road. The proposed development site consists of four parcels zoned Highway Commercial (HC) with the Resource Protection Overlay (RPO). The request is to amend the 2018 Zoning Map Amendment with a revised Site Plan.

The Flagstaff Planning & Zoning Commission conducted a public hearing to consider the Zoning Map Amendment on February 25, 2026. The commission voted 4-1 to recommend approval subject to the conditions in the report.

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

No policy impacts are anticipated with this request.

Previous Council Decision or Community Discussion:

The City Council approved a Zoning Map Amendment, Preliminary Plat, and Development Agreement for the Mill Town project, as part of a public-private partnership (P3), on April 17, 2018. The P3 project was formalized through a Pre-Development Agreement between Vintage, the City and the Arizona Department of Transportation in March 2015. The first amendment to the Development Agreement was approved on October 19, 2021 and the second amendment was approved on March 4, 2025.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed Direct to Ordinance Zoning Map Amendment. The Planning & Zoning Commission recommends the following four conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated October 7, 2025, unless modified as provided for in the Mill Town Development Agreement as amended. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Mill Town Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the back to the former classification, per Section 10-20.50.060 of the Zoning Code.

Background and History:

On April 17, 2018, the Flagstaff City Council approved the rezoning of approximately 18 acres of land owned by Vintage Partners, LLC ("Vintage") generally located at 1801 S. Milton Road and commonly referred to as the Mill Town property. The rezoning was part of a public private partnership (P3) between the City, Vintage, and the Arizona Department of Transportation (ADOT) that relocated the Harkins theater to the east side of Flagstaff, relocated the local ADOT offices to the old Harkins site, combined the delivery of City transportation improvements to Beulah and University with improvements required for Vintage's project mitigation (including the Milton pedestrian underpass), and opened the Mill Town property for residential and commercial development by Vintage. The rezoning ordinance contains multiple conditions, one of which is that the Mill Town property must be developed in accordance with the approved site plan (PZ-16-00239-01) that was presented to Council at the time the rezoning was approved. This site plan contained 3 commercial pads and a multi-family building that contained 340 units and 1,221 bedrooms, as well as an associated parking garage on parcel 1.

As part of the rezoning of the Mill Town property, the City and Vintage entered into a development agreement on June 4, 2018, to facilitate development of the Mill Town property and related transportation improvements. Understanding the complexity of the P3 project and the amount of time to develop a project like Mill Town, the City agreed that the development rights granted by the rezoning ordinance would be vested for five years, and that development of Vintage's approved site plan would be governed by the Zoning Code in existence as of the effective date of the development agreement. Such provisions allowing a developer to rely on a specific version of the Zoning Code for a period of time until the property is ultimately developed are not uncommon in development agreements, as they provide certainty for the developer and recognize the development process can take years.

Unfortunately, development of the Mill Town property stalled after the ADOT facility was moved. With development of the Mill Town property on hold, the transportation improvements that Vintage was required to deliver pursuant to the development agreement were also on hold.

On October 22, 2021, the City and Vintage entered into the first amendment to the Mill Town development agreement to, among other things, (1) state that the City would assume responsibility for administering design and construction of both the City and Vintage transportation improvements, (2) describe how Vintage will reimburse the City for the cost of its required transportation improvements (including the pedestrian underpass), and (3) extend Vintage's right to develop the Mill Town property in accordance with the rezoning ordinance and approved site plan for an additional two years (now seven total).

In 2024, Vintage informed City planning staff that it had found a partner to develop the residential component of the Mill Town property (apartment complex), but the new partner wanted to amend the approved site plan beyond what would be covered under a Minor Modification to Site Plan Approval which would allow for changes up to approximately 10% from what was initially approved. However, because the rezoning was conditioned on development in accordance with the original site plan, Vintage was informed that it would need

to request an amendment to the rezoning ordinance and a second amendment to the development agreement. In addition, the two-year extension of the right to develop effectuated by the first amendment to the development agreement was specific to the approved site plan, which was now going to be amended. Accordingly, City staff, working with Vintage, drafted the proposed second amendment to the Mill Town development agreement to clarify and confirm that Vintage could develop an amended site plan under the same Zoning Code that was initially utilized for the project. The second amendment was approved by City Council on March 4, 2025.

Connection to PBB Priorities and Objectives:

Livable Community - Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities.
Environmental Stewardship - Implement sustainable building practices, enhance waste diversion programs, alternative energy programs and multi-modal transportation options.
Environmental Stewardship - Strengthen Flagtaff's resilience to climate change impacts on built, natural, economic, health, and social systems.

Connection to Regional Plan:

An analysis of the Regional Plan goals and policies is included in the attached Planning and Zoning Commission staff report.

Connection to Carbon Neutrality Plan:

HA - 1: Create housing options for households at all income levels and family sizes occupied by local residents.
DD - 1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents are within walking distance of their daily needs.

Connection to 10-Year Housing Plan:

Create 2.2 - Identify suburban areas to support greater density and intensity of development.
Create 4.8 - Explore allowing additional flexibility for homeowners and landlords to increase density.

Attachments:

Ord. 2026-07
Exhibit A: Legal Description
3rd Amendment to Development Agreement
Presentation
Staff Report
Application
Vicinity Map
2018 Staff Report
Narrative & Regional Plan Analysis
Citizen Participation Plan and Report
Parking Demand Study
Site Plan
Landscape Plan
Commercial Floor Plans
Commercial Elevations
Residential Floor Plans & Elevations

ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 12.29 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1801 S MILTON ROAD (APNS 103-21-024, 103-21-025, 103-21-026 AND 103-21-027), BY MODIFYING THE PRIOR ZONING MAP AMENDMENT WITH A REVISED SITE PLAN AND CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Vintage Partners ("the Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 12.29 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), maintaining the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) with a revised Site Plan and for purposes of developing a multi-family residential development with 265 proposed dwelling units and four commercial pads; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted a neighborhood meeting on August 19, 2025 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 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 25, 2026, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with certain conditions 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, staff have recommended approval of the Direct to Ordinance Zoning Map Amendment application, subject to the conditions proposed by the Planning and Zoning Commission, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Current Planning Section 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 Regional 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 design, 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 maintained as Highway Commercial (HC) zone and with the RPO but with modified conditions as set forth below.

SECTION 6. That the Zoning Map Amendment be conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2026-13 on April 21, 2026, and should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant's satisfaction of the following conditions:

CONDITIONS:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated October 7, 2025, unless modified as provided for in the Mill Town Development Agreement as amended. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Mill Town Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert back to its former zoning, per Section 10-20.50.060 of the Zoning Code.

SECTION 8. 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 9. 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 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of April 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A - Legal Description

EXHIBIT A

LEGAL DESCRIPTION

LOT 1, LOT 2, TRACT A, and TRACT B of the FINAL PLAT for MILL TOWN MIXED-USE, as recorded in the Official Records of Coconino County as Instrument Number 3861259

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

THIRD AMENDMENT TO MILL TOWN DEVELOPMENT AGREEMENT

This Third Amendment to the Mill Town Development Agreement ("**Third Amendment**") is entered into and effective _____ ___, 202__, by and between City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("**City**"), and Vintage Partners, LLC, an Arizona limited liability company ("**Vintage**"). City and Vintage are referred to each individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. City and Vintage entered into that certain Mill Town Development Agreement dated June 4, 2018, and recorded in the Official Records of Coconino County as Instrument Number: 3816763 (the "**Agreement**"). Unless otherwise defined in this Third Amendment, capitalized terms used herein have the meanings given them in the Agreement.

B. The Agreement was first amended on October 22, 2021, as recorded in the Official Records of Coconino County as Instrument Number: 3937357, to provide for the City to assume the obligation to administer the design and construction of the Combined Roadway Project and to extend the Entitlements for an additional two years.

C. The Agreement was amended a second time on December 9, 2025, as recorded in the Official Records of Coconino County as Instrument Number 4029944, to clarify the Applicable Rules for development of the revised site plan, and to extend the term of the Agreement for an additional two years.

D. The residential density and unit mix of the Mill Town Property have been reduced following recent approvals and design modifications. Due to these changes, Vintage desires to modify the provision of Affordable Units.

E. In conformance with the reduced density now contemplated on the Mill Town Property, Vintage desires to dedicate twelve (12) dwelling units on the Mill Town Property as Affordable Units.

F. Though Vintage does not intend to take any affordability incentives from City, the Parties desire to amend the Agreement for a third time on the terms and conditions set forth below to memorialize the dedication of the Affordable Units.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 2 of the Agreement (Entitlements) is amended to read as follows:

> 2. Entitlements. Vintage hereby agrees to be subject to all the terms, conditions, and stipulations of the Rezoning Ordinance for PZ-24-00162-03 (City Ordinance No. 202_-__), and Site Plan (PZ-24-00162-04) as may be amended or replaced with City Council approval (collectively, the "**Entitlements**"). The City acknowledges and agrees that the development rights granted by the Rezoning Ordinance**,** as may be amended or replaced**,** are vested for a term of nine (9) years after the Effective Date (the "**Vested Rights**") and that Vintage shall have a right to develop the Mill Town Property consistent with the Vested Rights, subject to the Applicable Rules (as defined in Section 3, below) and any changes to the Rules as permitted by this Agreement.

2. Section 5.1 of the Agreement (Development Allocations) is hereby amended to read as follows:

> 5.1 Development Allocations. As depicted on the Site Plan, the overall maximum number of residential bedrooms to be developed on the Mill Town Property is 669. Vintage may increase or decrease the total number of residential bedrooms by ten (10) percent, so long as Vintage does not increase the number of four- or five-bedroom units. Vintage may also modify the unit mix depicted on the Site Plan, except: (1) Vintage cannot increase the number of four-bedroom or five-bedroom units, (2) Vintage may not modify the number of residential bedrooms beyond the ten percent allowance set forth above, and (3) Vintage cannot include any units larger than five-bedrooms. In addition, Vintage may utilize the minor modifications under Flagstaff Zoning Code Section 10-20.40.090 for any development modification permitted under that provision of Code. The modifications permitted under this Section shall not require an amendment to this Agreement or to the Ordinance.
>
> Twelve (12) units will be subsidized a minimum of 30% below market, as measured against comparable units in the Project, in accordance with affordability criteria to be mutually agreed upon by Vintage and the City (the "**Affordable Units**"). These affordability criteria will include a maximum household income limit of 120% of the Area Median Income. This provision shall survive the term of this Agreement and shall continue in full force and effect for a period of ten (10) years from issuance of certificate of occupancy on the residential building. The Parties agree to

meet and negotiate in good faith for an extension of this provision following its expiration in ten (10) years.

3. Section 5.4 of the Agreement is hereby added to read as follows:

5.4 Sustainability Features. Vintage hereby agrees that residential development on the Mill Town Property shall be designed and constructed according to the following sustainability and energy-efficiency standards:

(a) Each residential bedroom shall be equipped with a least one (1) bicycle hook;

(b) A minimum of six (6) dual-port electric vehicle charging stations shall be provided in the locations generally depicted on the approved Site Plan;

(c) All exterior residential building walls shall be insulated to a minimum of R-21 or greater;

(d) All residential cooling equipment shall have a minimum seasonal energy efficiency rating of SEER2;

(e) Each residential unit shall be equipped with an Ecobee thermostat with Eco+ capability, or a substantially equivalent smart thermostat with comparable functionality;

(f) Residential buildings shall be constructed to meet or exceed Bronze-level certification standards under the National Green Building Standard (NGBS), as administered by the Home Innovation Research Labs or its successor organization;

(g) Residential buildings shall be developed as all-electric, energy-efficient buildings, provided, however, that natural gas service may be installed and used for (i) outdoor grills, (ii) fireplaces, and (iii) community pool(s) and related equipment;

(h) All permanent lighting fixtures within residential units and common areas shall use LED bulbs or integrated LED lighting, or substantially equivalent lighting with comparable energy consumption;

(i) All developer-provided residential appliances shall be ENERGY STAR certified, where available, or shall meet or exceed then-current ENERGY STAR performance standards for the applicable appliance category; and

(j) All residential units shall be equipped with low-flow faucets, showerheads, and toilets that meet or exceed applicable federal and state water-efficiency standards.

The City agrees that materials, systems, or equipment described in this Section may be substituted with materials, systems, or equipment of equal

or greater energy efficiency or environmental performance, as reasonably determined by Vintage and consistent with the intent of this Section.

4. Miscellaneous. Except as expressly stated herein, all other terms and conditions of the Agreement shall remain in full force and effect and is hereby ratified and approved. If there is any inconsistency between the terms of the Agreement and the terms of this Third Amendment, the provisions of the Third Amendment will govern and control the rights and obligations of the Parties. This Third Amendment may be signed in counterparts.

5. Conflict of Interest. This Third Amendment and the Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, City and Vintage have executed this Amendment as of the date first set forth above.

"City"

City of Flagstaff, an Arizona municipal corporation

_____
_____, Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

"Vintage"

Vintage Partners, LLC, an Arizona limited liability company

By: Edward & Company, LLC, an Arizona limited liability company
Its: Administrative Member

By: _____
Mark Ortman, Jr.
Its: Manager

STATE OF ARIZONA)
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared _____, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ACKNOWLEDGMENT

On this _____day of_____, 2024, before me, a Notary Public, personally appeared Mark Ortman, Jr., known to me to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of Vintage Partners LLC, an Arizona limited liability company, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

Mill Town

Direct to Ordinance
Zoning Map Amendment

Alaxandra Pucciarelli
Current Planning Manager

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

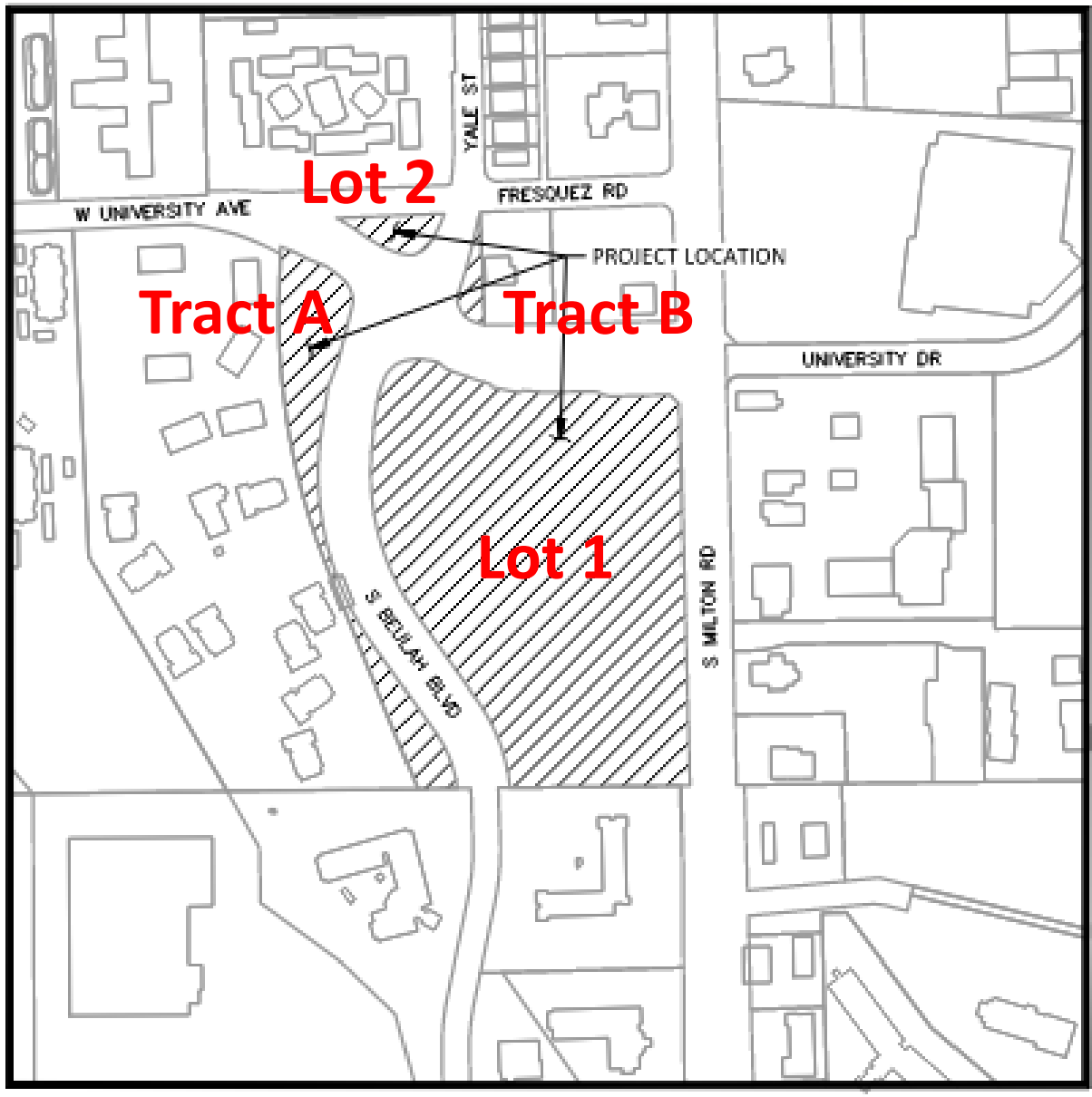
Request Overview

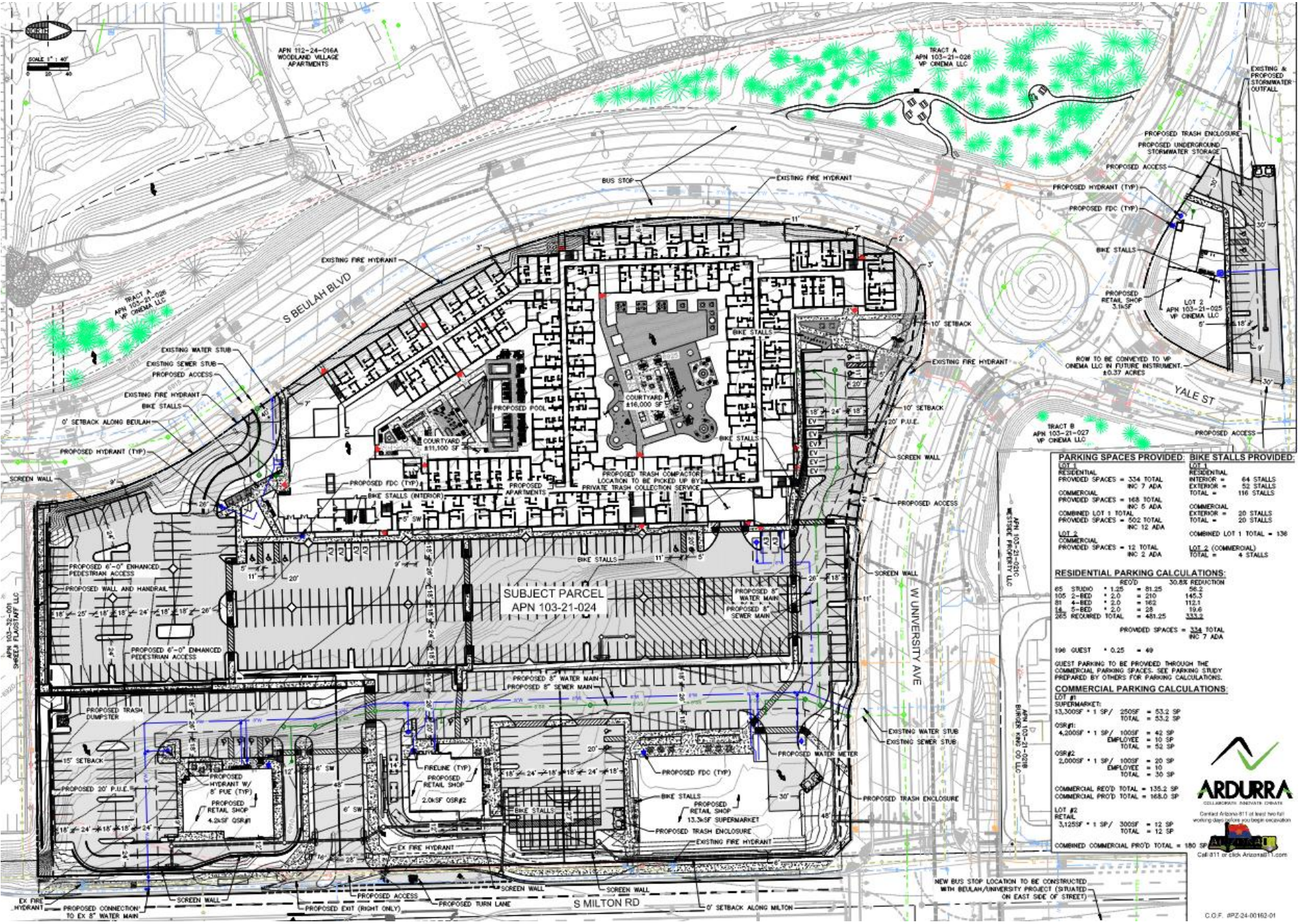
- Request to amend the 2018 Zoning Map Amendment with a revised Site Plan
- In 2018, a zoning map amendment was approved, permitting a mixed-use development consisting of 23,200 square feet of commercial development in conjunction with a 348-unit, 1,186-bed Rooming and Boarding Facility
- Current proposal is for a horizontal mixed-use development consisting of a 265-unit multi-family residential development and 19,500 square feet of commercial space on three pads on Lot 1

Vicinity Map

1801 S Milton Road

- Focus of the rezone is Lot 1
- Lot 2 larger retail pad
- Tracts A and B remain the same





Proposal:

Zoning:

- HC w/ RPO

Development:

- Four-story multi-family building
- Surface parking
- Commercial pads

Proposed Changes

Residential Component:

- 63% fewer 3-, 4-, and 5-bedroom units (266 units vs 95 units)
- 24% fewer units overall (348 units vs 265 units)
- 56% fewer bedrooms (1,186 bedrooms vs 669 bedrooms)
- The residential building has one less story (5-story vs 4-story) Although the proposed eave height is approximately 10 feet lower, the overall building height is similar to the 5-story building, with a maximum height of 65 feet.

Proposed Changes

Commercial Component:

- Second drive-thru on Lot 1
- Elimination of screening at pad 3
- Elimination of parking garage (surface parking only). The 2018 proposal had 965 residential garage spaces and 147 commercial surface parking spaces. The current proposal provides 502 total surface parking spaces.

Proposed Changes

Commercial Component:

- Pads 1 and 2 eliminated the appearance of a second story
- Reduction of commercial space

Location	Prior area	Proposed area
Lot 1, Pad 1	4,000	4,200
Lot 1, Pad 2	4,200	2,000
Lot 1, Pad 3	12,500	13,300
Lot 2	2,500	3,125
	23,200	22,625

Proposed Unit Mix

Unit Type	Prior Units	Proposed Units	Change
1 Bed	57	65	+8
2 Bed	25	105	+80
3 Bed	37	0	-37
4 Bed	177	81	-96
5 Bed	52	14	-38
Total	348	265	-83

Affordable Housing Units

- Current proposal is for 12 units to be subsidized a minimum of 30% below market, as measured against comparable units in the Project. Maximum household income limit of 120% of the Area Median Income. In effect for a period of ten years.

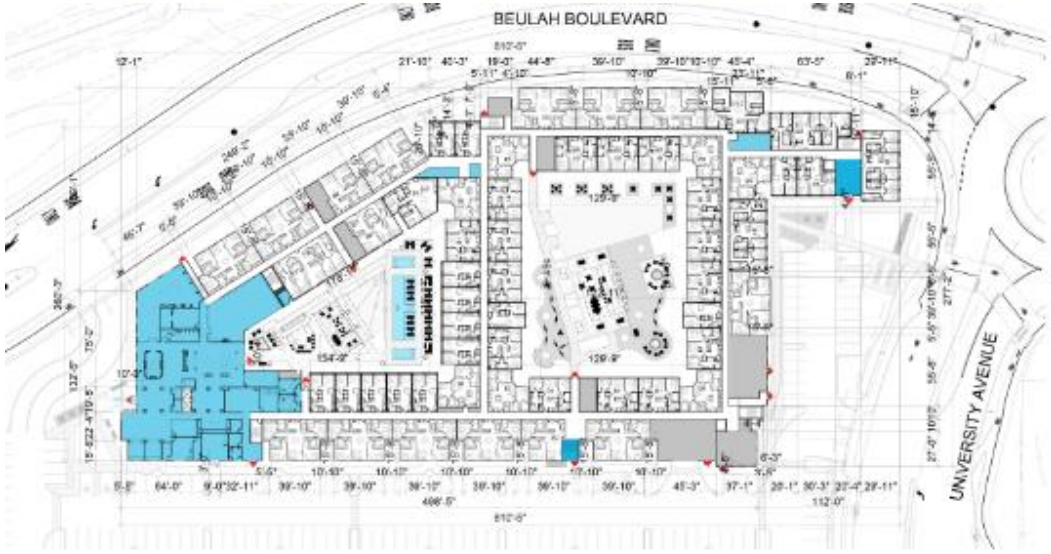
- The 2018 proposal included 22 units subsidized a minimum of 30% below market, as measured against comparable units in the Project. Tenants could not be full-time undergraduate students. In effect for a period of ten years.

Site Plan Review

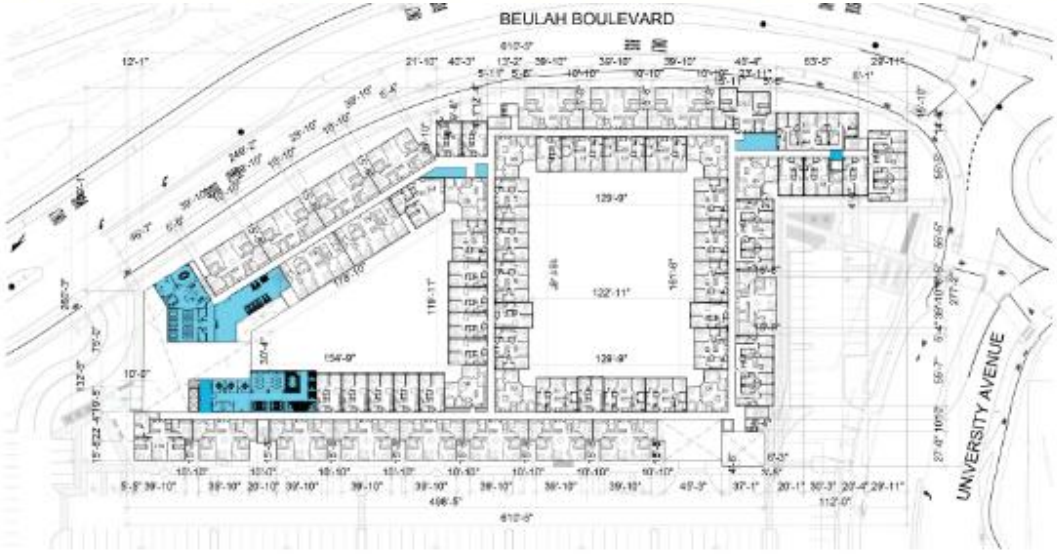
Application for Site Plan Review

- Approved by Staff on October 7, 2025
- Subject to approval of Direct to Ordinance Zoning Map Amendment

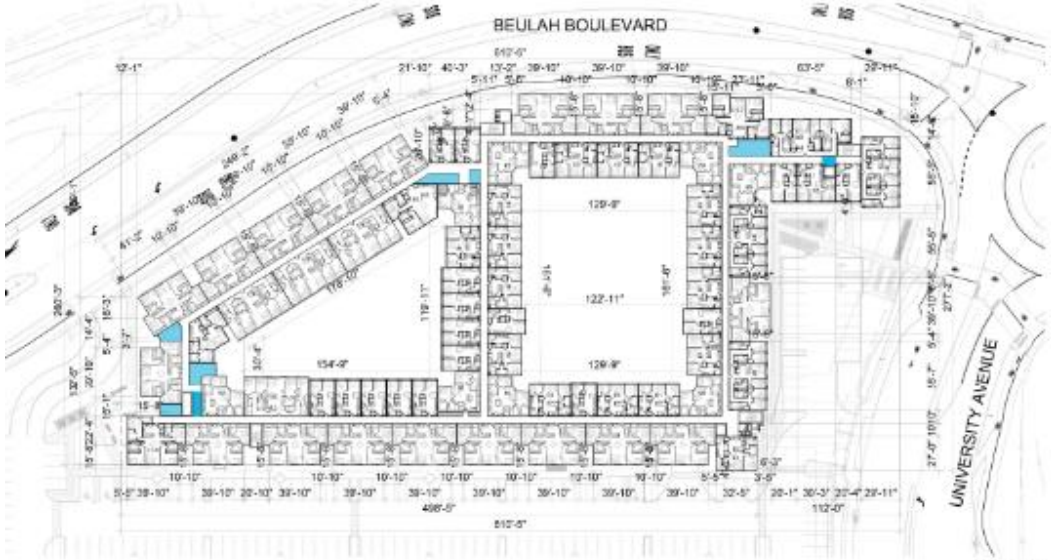
Floor Plan - Residential



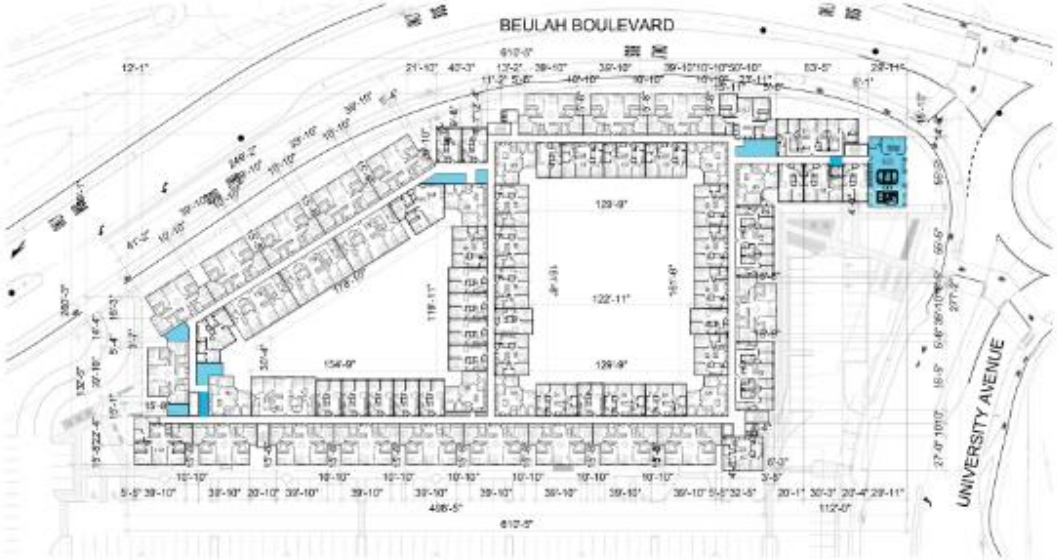
FLOOR 1



FLOOR 2



FLOOR 3



FLOOR 4

Elevations - Residential

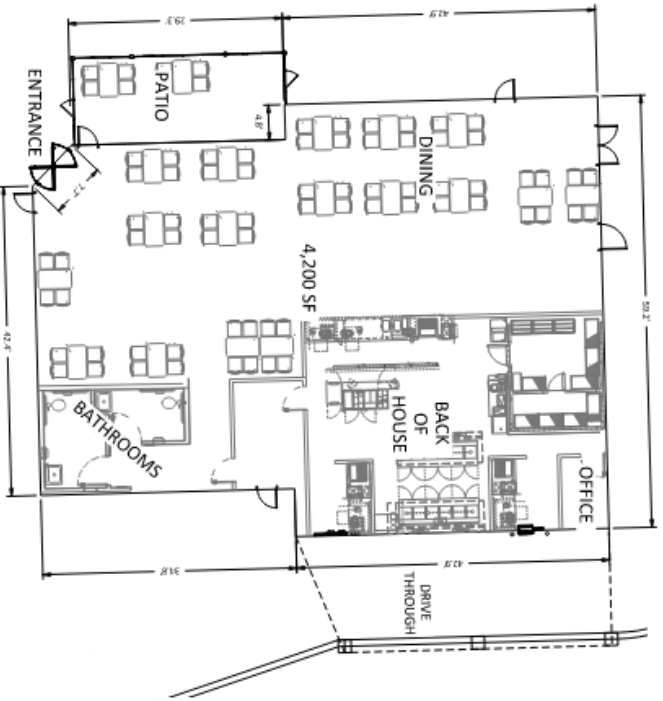


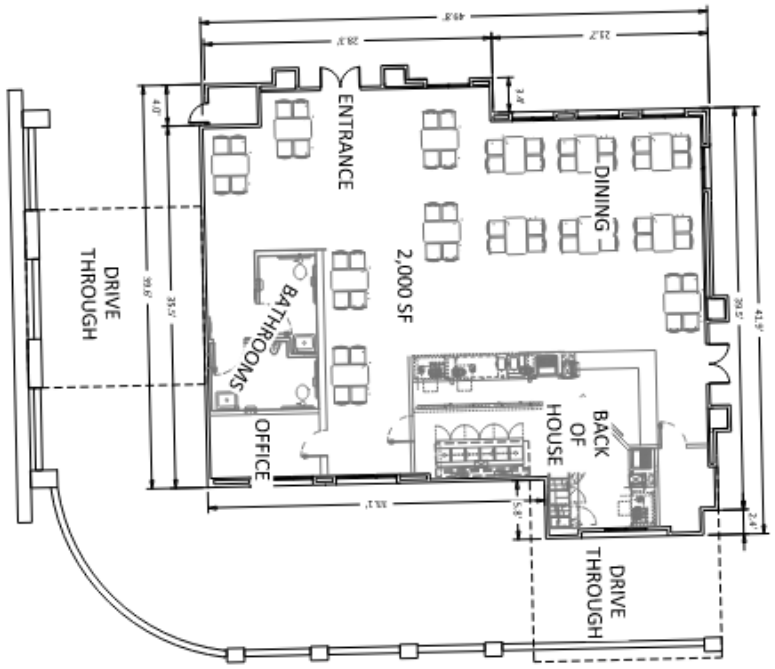
- East Elevation (Milton Road)

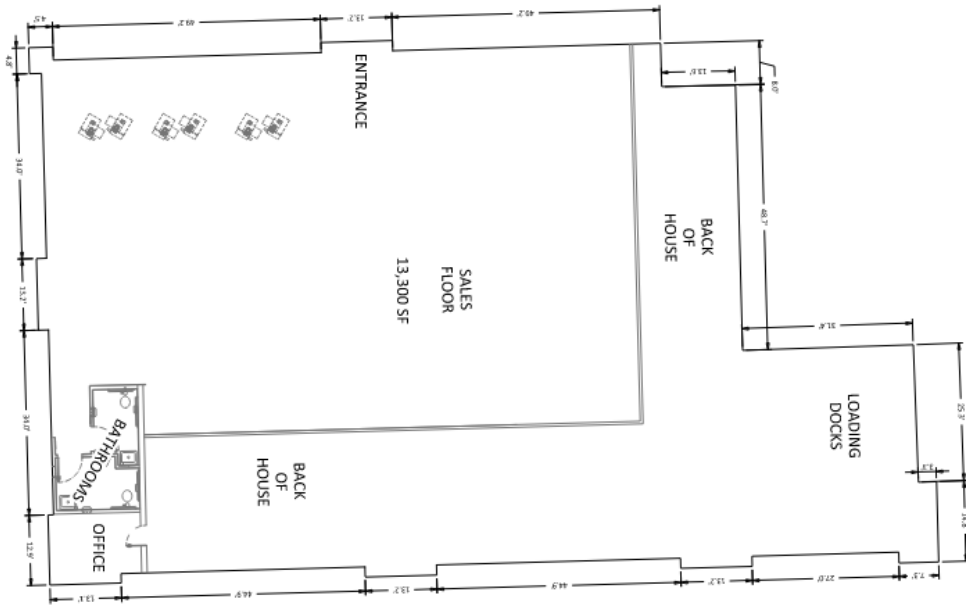


- West Elevation

Floor Plans – Commercial

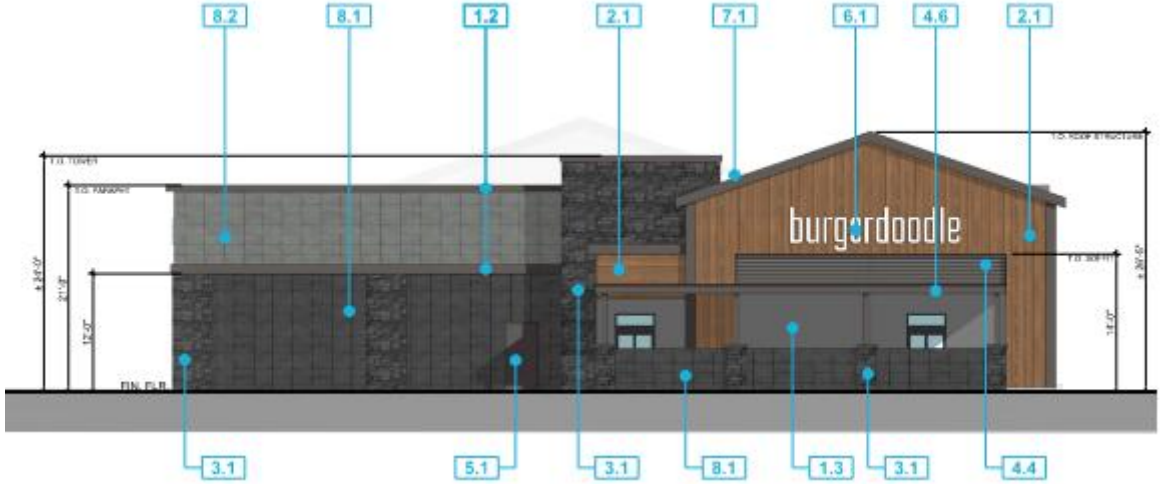






- Pad 1
- Pad 2
- Pad 3

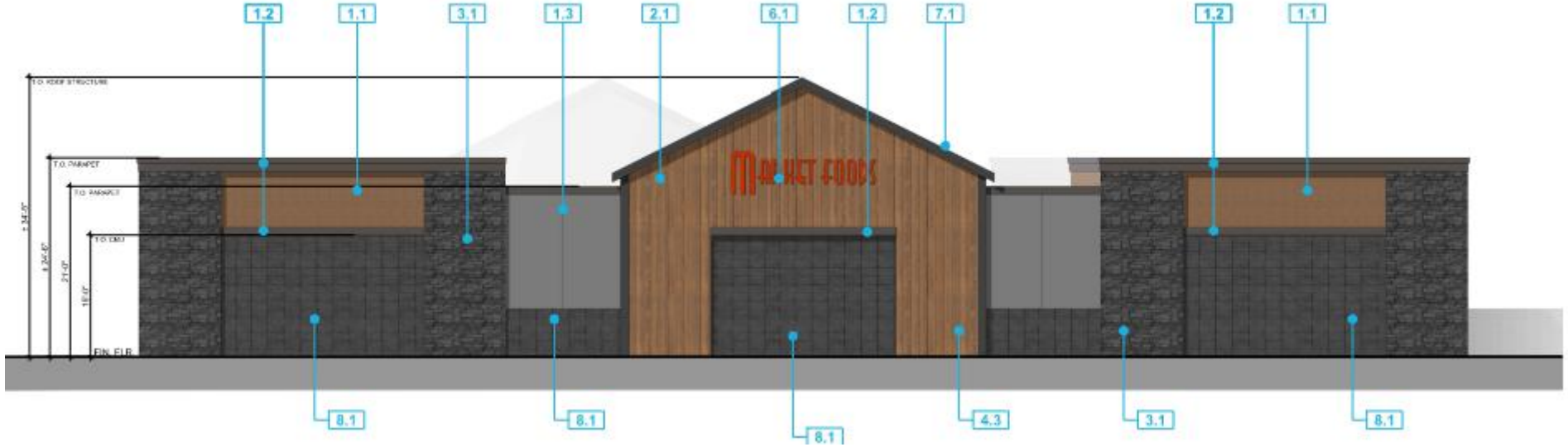
Elevations – Commercial



- Pad 1



- Pad 2



- Pad 3

Parking

On-site Parking

- Required parking per code: 668 spaces
- Parking Demand Study completed to support 502 spaces
- Staff approved the study with condition to secure 65 additional off-site parking spaces
- Applicant is working with NAU and Flagstaff Airport
- Previous proposal included a 5-story parking garage

Public Systems Impact Analysis

Stormwater Analysis

- Changes to the Site Plan and building footprints on Lot 1 triggered an updated drainage report
- The updated report justifies the procedures and objectives are the same and that the drainage analysis and design associated with the new site plan are sufficient and comply with the prior Milltown DIA

Findings

Finding #1: Conformance with the General Plan

- Existing Suburban Activity Center
- Regional Plan density: 14+ units per acre (26 units per acre proposed)
- HOH Specific Plan: >30 units per acre or >75 bdrms per acre
- Supports housing goals
- Focus on multimodal transportation goals
- Energy-efficient design components

Finding #1: Finding is met

Findings

Finding #2: Community Benefits and Public Good

- 265 units within walking distance of NAU, shopping, dining, and transit stops
- Advances the General Plan's goals for compact growth, housing diversity, and sustainability
- Energy-efficient building materials, native landscaping, and open space amenities creates a healthy living environment.

Finding #2: Finding is met

Findings

Finding #3: Site is Physically Suitable

- Meets applicable codes and requirements
- Mitigates any impacts determined by impact analyses

Finding #3: Finding is met

Development Agreement Amendment

Purpose of the amended agreement:

- Affordable Housing commitment
- Sustainability elements

Citizen Participation

Neighborhood Meeting

- August 19, 2025
  - 1 individual attended
- The requirement for a second meeting was waived by Staff
- Staff has not received any comments to date

Recommendation

The Planning & Zoning Commission, by a vote of 4-1 and in accordance with the findings presented, recommends the City Council approve Zoning Map Amendment PZ-24-00162-03, subject to the following four conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated October 7, 2025, unless modified as provided for in the Mill Town Development Agreement as amended. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.

3. All terms, conditions, and restrictions detailed within the Mill Town Development Agreement, as amended, must be fully satisfied.

4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert back to its former zoning, per Section 10-20.50.060 of the Zoning Code.

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-24-00162-03

DATE: **January 31, 2026**
MEETING DATE: **February 25, 2026**
REPORT BY: **Alaxandra Pucciarelli**

REQUEST:
Direct to Ordinance Zoning Map Amendment, by Gammage & Burnham, PLC on behalf of Vintage Partners, of approximately 12.29 acres located at 1801 S Milton Road. The proposed development site consists of four parcels zoned Highway Commercial (HC) with the Resource Protection Overlay (RPO). The request is to amend the 2018 Zoning Map Amendment with a revised Site Plan.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval, subject to conditions of approval.

PRESENT LAND USE:
The subject property is approximately 12.29 acres, comprised of four parcels resulting from the dedication and construction of the new Beulah/University Realignment Project.

PROPOSED LAND USE:
The developer proposes a horizontal mixed-use development consisting of a 265-unit multi-family residential development and 19,500 square feet of commercial space on three pads on Lot 1. A 3,125 square foot commercial pad is proposed on Lot 2. Tract A serves as an open space area, and Tract B provides for stormwater detention.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North:	Burger King and the Montessori Schools of Flagstaff Westside Campus (zoned HC)
East:	Greentree Village Shopping Center, In-N-Out Burger, Target (zoned HC)
South:	Baymont Inn & Suites (zoned HC)
West:	Woodlands Village Apartments (zoned High Density Residential)

I. Project Introduction

A. Background

In 2018, a zoning map amendment was approved, permitting a mixed-use development consisting of 48,400 square feet of commercial development in conjunction with a 340-unit, 1,221-bed Rooming and Boarding Facility, referred to as “Mill Town”. The proposed Preliminary Plat affiliated with this request divided the two existing parcels into two lots, two tracts, and the right-of-way required for the extension of Beulah Boulevard and the realignment of University Avenue. The lots and tracts were rezoned to the Highway Commercial (HC) zone, subject to conditions and the approved 2018 Site Plan. The Staff Report from the previous rezoning request is attached for reference. Due to the substantial changes from the original site plan, the applicant is required to submit a new Zoning Map Amendment application. Based on City Council’s approval of the Second Development Agreement, this application is being reviewed against the May 2016 Flagstaff Zoning Code.

B. Proposed Rezoning and Development Plan

The applicant is requesting to amend the 2018 zoning map amendment to permit the development of a horizontal mixed-use development consisting of a 265-unit multi-family residential development and 19,500 square feet of commercial space on three pads on Lot 1, and a 3,125 square foot commercial pad on Lot 2. The design of tracts A and B will remain the same as the previous plan.

The proposed residential project will include a four-story apartment building. A comparison of the proposed unit mix compared to the prior mix is below:

UNIT DESCRIPTION	Prior # of Units	Proposed # of Units	Proposed Percentage
1 Bed	57	65	24.5%
2 Bed	25	105	39.6%
3 Bed	37	0	0%
4 Bed	177	81	30.6%
5 Bed	52	14	5.3%
	348 total	265 total	

The proposed commercial component includes four pads. A comparison of the proposed versus the prior square footage and use is below:

Lot 1	Prior Sq Ft	Proposed Sq Ft	Proposed Use
Pad 1	4,000	4,200	Drive Thru Retail/Restaurant
Pad 2	4,200	2,000	Drive Thru Retail/Restaurant
Pad 3	12,500	13,300	Supermarket
Lot 2			
	2,500	3,125	Retail
	23,200 total	22,625 total	

Please note that the 2018 proposal was changed during the public hearing process to eliminate the ground-floor commercial space and increase the number of units to 348. The attached staff report refers to 340 units and an additional 25,000 sq ft of commercial space.

The following changes are being proposed with the new, revised Site Plan:

- 63% fewer 3-, 4-, and 5-bedroom units. There were 266 three-or-more-bedroom units as part of the 2018 proposal. The current proposal contains only 95 larger units.
- 24% fewer units overall. The 2018 proposal contained 348 units. The current proposal contains 265 units, a decrease of 83 units.
- 56% fewer bedrooms. The 2018 proposal contained 1,186 bedrooms. The current proposal contains 669, a decrease of 517 bedrooms.
- The residential building has one less story. The approved plans were for a 5-story building with each story being just over 10 feet. The current proposal is for a 4-story building. Although the proposed eave height is approximately 10 feet lower, the overall building height is similar to the 5-story building, with a maximum height of 65 feet.
- Addition of a second drive-thru on Lot 1. The 2018 proposal showed one drive-thru. The current proposal shows two, one on either side of the Milton Road access driveway.
- Elimination of screening at the northeast corner commercial pad. The 2018 proposal showed a screen wall at the supermarket loading dock. The current proposal shows a dumpster enclosure.

- Elimination of parking garage (surface parking only). The 2018 site plan was approved with a parking rate of 0.79 parking spaces per bedroom (a total of 965 spaces for 1,221 beds). The residential parking was provided in a parking garage. The 2018 plan provided 147 commercial surface parking spaces adjacent to the commercial pads. The current proposal provides 502 total surface parking spaces.
- Pads 1 and 2 eliminated the appearance of a second story. Both proposals were for single-story commercial pads, but the 2018 proposal included a faux second story. The new proposal includes a more efficient building design with a true single story.
- Reduction of commercial space on Lot 1. Pad 1 increased 200 sq ft, and Pad 3 increased 800 sq ft. Pad 2 decreased 2,200 sq ft, resulting in a net loss of 1,200 sq ft of commercial space.

II. Staff Site Plan Review

On October 7, 2025, the Inter-Department Staff (IDS) approved an application for Site Plan Review of the proposed development, subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report. Should the rezoning be denied, the Site Plan as submitted will no longer be approved.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, the Site Plan conditioned as part of the 2018 Ordinance will be modified to the 2025 approved Site Plan. Development of the site will be conditioned to the modified site plan and an amended development agreement. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes the overall site layout, resource protection plan, preliminary landscaping, building floor plans and elevations.

Much of the new proposed Site Plan is similar to the prior submittal. The previous staff report is attached with a full analysis of its compliance with the City of Flagstaff Zoning Code. Below are two topics that have been modified with the current submittal.

i. Compatibility and Architectural Design Standards

Compatibility does not mean “the same as” but rather refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity. The scale of the currently proposed residential building is significantly smaller than the previous approved plan.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The prior proposed mixed-use building was significantly larger than the existing buildings surrounding the site, with a total area of over 986,000 sq ft. A Conditional Use Permit was requested to exceed the maximum height of the Highway Commercial (HC) zone for the portion of the building that fronts Milton Road. This request was withdrawn during the public hearing process. The current proposed residential building is much smaller, at just over 353,000 sq ft.

ii. Parking

The proposed development includes 502 parking spaces on Lot 1. The applicant provided a Parking Demand Study, which was reviewed by staff. Staff approved the study with the condition that the applicant secure additional parking off-site in the event that the provided on-site parking is not sufficient to accommodate the proposed development. The current proposal eliminates the five-story parking garage, which was included in the prior plan, reducing the mass of the residential building.

B. Public Systems Impact Analysis

The new proposed Site Plan has less impact to the City's public infrastructure. The previous staff report is attached with an analysis of the prior required impact analyses. Because of the changes to the Site Plan and building footprints on Lot 1, an updated drainage report was submitted. The updated report justifies the procedures and objectives are the same and that the drainage analysis and design associated with the new site plan are sufficient and comply with the prior Milltown DIA.

i. Stormwater Analysis

The drainage design for the Milltown Mixed Use Site Plan was designed to satisfy the LID, water quality and peak flowrate criteria as established in the City of Flagstaff Stormwater Management Design Manual. In addition, sufficient stormwater storage will be provided for the LID retention and detention to mitigate the increased peak flow by analyzing the pre-development and post-development requirements. By installing a series of new underground detention basins, no adverse downstream impacts should occur from this project. All drainage conveyance structures and detention facilities will be designed per the requirements outlined in the City of Flagstaff Stormwater Management Design Manual and LID Manual.

III. Direct to Ordinance Zoning Map Amendment

An application for a Direct to Ordinance 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.

Direct to Ordinance 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, which provide the framework for the density, intensities, and mix of uses within the area types.

The Regional Plan defines a Suburban Activity Center as an area typically located at the intersection of two collectors or neighborhood streets, with vertical or horizontal mixed-use (mix of any: businesses, retail, residential, offices, medical services, etc.), serving the surrounding neighborhoods. The desired density range for residential mixed-use in a Regional Scale Suburban Activity Center is 14+ units per acre. Although the density of the proposed development is less than the 2018 approved plan, at 26 units per acre (265 units/10.10 acres (lot 1)), the proposed density meets the density range identified in the Regional Plan. The High Occupancy Housing (HOH) Specific Plan identifies HOH as greater than 30 units per acre or greater than 75 bedrooms per acre. The proposed development does not meet the Plan's definition of HOH.

ii. <u>Applicable General Plan Goals and Policies</u>

Staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The following is a discussion of how the project generally meets and conflicts with some of the most relevant goals and policies. The applicant has provided their own more comprehensive analysis as part of their narrative. The previous staff report also contains Staff's analysis of the Plan's goals and policies.

In June 2020, following the declaration of a climate emergency, the Flagstaff City Council adopted the Flagstaff Carbon Neutrality Plan. In December of 2021, the Regional Plan was amended to align with the City's climate action goals. The proposed development plan was reviewed against this updated version of the Regional Plan.

a. Environmental Planning & Conservation

The current project continues to focus on multimodal transportation. The Milton Road pedestrian underpass has been completed as part of the Milltown Public Private Partnership and provides a connection between the development and the Northern Arizona University Campus. To encourage alternate modes of transportation, bike parking will be available on-site, and the Project's residential component will provide bike hooks in every bedroom. Every resident will also be given an ecoPASS that can be used on Flagstaff's Mountain Line. The Project will also provide six dual-port chargers for electric vehicle charging. In addition to supporting These elements also support the Regional Plan Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: (1) Public transportation, (2) Bicycles, (3) Pedestrians, as well as Policy E.1.13. Promote and encourage the use of fuel-efficient vehicles that use renewable fuels.

The residential building is designed with efficiency in mind. The residential walls will be well-insulated with a minimum of R21 thermal resistance value. Cooling (SEER2 minimum) and heating equipment (including Ecobee thermostats with Eco+ capability) will be modern and efficient, and the residential building will meet or exceed bronze-level National Green Building certification standards. Natural gas plumbing will only be for shared outdoor grills, fireplaces, and the community pool, as the building is intended to be an "All-Electric, Energy-Efficient Building" within the meaning of Flagstaff Code 10-30.70. Light bulbs will be LED, and provided appliances will be Energy Star (or a reasonable equivalent). Additionally, low-flow faucets (maximum 1.5 gallons per minute) and shower heads (maximum 2 gallons per minute) will be installed in each bathroom along with toilets requiring 1.28 gallons or less per flush. These elements support Regional Plan Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.

Staff believes that the proposed application meets this finding.

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 does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good.

Staff have identified the following Community Benefits and Public Good:

- The Project provides 265 units within walking distance of NAU, shopping, dining, and transit stops, thereby shortening commute distances and providing access to employment, education, and services.
- By redeveloping an underutilized infill parcel, the project advances the General Plan's goals for compact growth, housing diversity, and sustainability.
- The inclusion of energy-efficient building materials and specs, native landscaping, and open space amenities creates a healthy living environment.

C. Finding #3

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements, as well as impact analyses for the site.

IV. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Affordable Housing commitment
- Sustainability elements

V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 900 feet of the site, homeowner associations within 1,000 feet of the site, and all contacts on the City's Registry of Interested Persons.

The developer held one neighborhood meeting regarding this case on August 19, 2025. One individual attended the meeting. A Citizen Participation summary, attached, was prepared to document the questions, comments, and concerns presented. The meeting included a presentation from the developer and a question-and-answer session. At this point in time, Staff have not received any comments on the proposed development.

RECOMMENDATION:

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-24-00162-03, subject to the following four conditions, which will be included in the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated October 7, 2025, unless modified as provided for in the Mill Town Development Agreement as amended. Modifications, other than modifications permitted by the Development Agreement, to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the Mill Town Development Agreement, as amended, must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert the zoning back to the former classification of Rural Residential (RR) and Public Facility (PF), per Section 10-20.50.060 of the Zoning Code.

Attachments:

- Application
- Vicinity Map
- 2018 Staff Report
- Project Narrative and Regional Plan Analysis
- Citizen Participation Plan and Report
- Parking Demand Study
- Approved Site Plan Drawings:
    - Site Plan, Resource Protection Plan, Grading & Drainage
    - Landscape Plans
    - Commercial Floor Plans
    - Commercial Elevations
    - Residential Floor Plans and Elevations

REVISED TO REFLECT CURRENT ACREAGE

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Direct to Ordinance Zoning Map Amendment	File Number

Project Name
Milltown Mixed Use

Site Address	Parcel Number(s)	Subdivision & Lot Number	Site Acreage
1801 S Milton Road	103-21-024, -025, -026, -027		±12.29

Existing Zoning District	Proposed Zoning District	Existing Regional Plan Area and Place Type
HC - RPO	HC - RPO	Suburban

Existing Use	Proposed Use
Vacant	Mixed Use (4 Commercial Pads + Multi-Family)

Property Information:

☐ Yes ■ No Located in an existing Local/National Historic District? (Name:_____)
☐ Yes ■ No Existing structures are over 50 years old at the time of application?
☐ Yes ■ No Subject property is undeveloped land?

Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase)
Large

Property Owner(s)	Phone
VP Cinema LLC c/o Walter Crutchfield	602 / 459.9929
Mailing Address City, State, Zip	**E-mail**
2502 East Camelback Road, Suite 214, Phoenix AZ 85016	walter@vintagevp.com
Applicant(s)	**Phone**
Toll Brothers c/o Doug Smythe	301 / 329.0452
Mailing Address City, State, Zip	**E-mail**
1800 M Street NW, Suite 950N, Washington, DC 20036	dsmythe@tollbrothers.com
Project Representative(s)	**Phone**
Gammage & Burnham, PLC c/o Lindsay C. Schube	602 / 256.4471
Mailing Address City, State, Zip	**E-mail**
40 N. Central, 20th Floor. Phoenix, Arizona 85004	lschube@gblaw.com

Property Owner Signature (required)	Date	Applicant Signature	Date

For City Use

Date Filed:	File Number(s):	
P & Z Hearing Date:	Publication and Posting Date:	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number:	Amount:	Date:

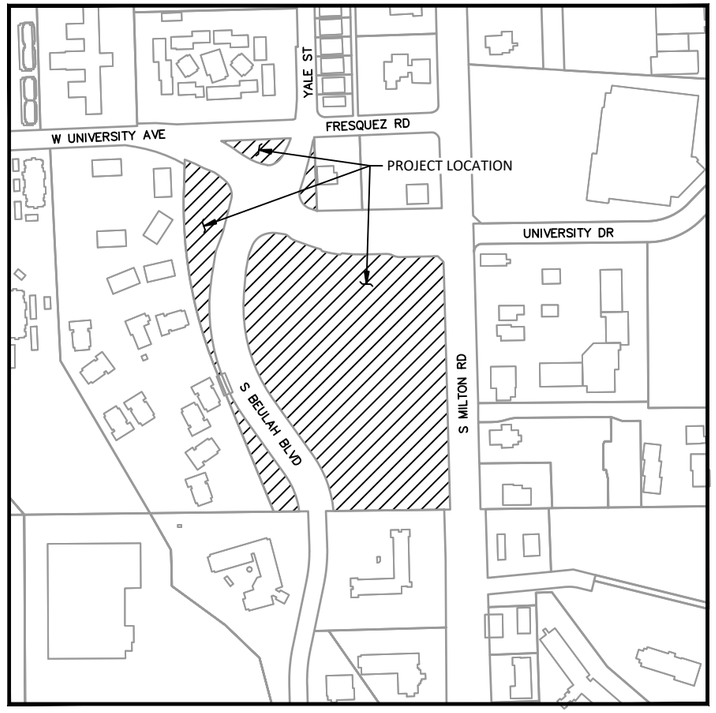
Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	PW/Water Services	Stormwater

DIRECT TO ORDINANCE ZONING PLAN
FOR
MILLTOWN MIXED USE

1801 S MILTON RD
FLAGSTAFF, ARIZONA

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



DWELLING UNITS

265 UNITS (669 BEDS)
STUDIO - 65 DU, 65 BED
2 BED/2 BA - 105 DU, 210 BED
4 BED/4 BA - 81 DU, 324 BED
5 BED/5 BA - 14 DU, 70 BED

DENSITY - 265/12.29 = 20.9 DU/AC = 54.4 BED/AC

F.A.R.:

LOT 1		
NET RESIDENTIAL BUILDING FLOOR AREA	282,526	SF
GROSS RESIDENTIAL BUILDING FLOOR AREA	358,343	SF
COMMERCIAL BUILDING FLOOR AREA	2,000	SF
	4,200	SF
	13,300	SF
PROPOSED GROSS F.A.R.	0.84	
LOT 2		
COMMERCIAL BUILDING FLOOR AREA	3,125	SF
PROPOSED GROSS F.A.R.	0.28	

CIVIC SPACE:

REQUIRED:
5% OF BUILDING AREA
RESIDENTIAL - 89,500 SF x 0.05 = 4,475 SF

PROVIDED:
RESIDENTIAL - 6,972 SF

PROJECT INFORMATION

SITE ADDRESS: 1801 S MILTON RD
FLAGSTAFF, AZ 86001

PARCEL	APN	CURRENT ZONING	PROPOSED ZONING	ACREAGE
LOT 1	103-21-024	HIGHWAY COMMERCIAL	HIGHWAY COMMERCIAL	±10.07 AC
LOT 2	103-21-025	HIGHWAY COMMERCIAL	HIGHWAY COMMERCIAL	±0.26 AC
TRACT A	103-21-026	HIGHWAY COMMERCIAL	HIGHWAY COMMERCIAL	±1.81 AC
TRACT B	103-21-027	HIGHWAY COMMERCIAL	HIGHWAY COMMERCIAL	±0.15 AC
			TOTAL	±12.29 AC

TOTAL SITE ACREAGE AFTER FUTURE ROW IS CONVEYED TO LOT 2 = 12.66 AC

PROPERTY OWNER:

VP CINEMA, LLC
2502 E CAMELBACK RD #214
PHOENIX, AZ 85016

DEVELOPER:

TOLL BROTHERS
1800 M STREET NW SUITE 950 N
WASHINGTON DC, 20036
CONTACT: DOUG SMYTHE
(301) 329-0452

CIVIL ENGINEER:

ARDURRA GROUP, INC.
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
CONTACT: GUILLERMO CORTES
(928) 773-0354

ARCHITECT:

KTGY
17911 VON KARMAN AVE #200
IRVINE, CA 92614
CONTACT: KENNY CHO
(949) 221-6293

ARDURRA
www.ardurra.com

MILLTOWN MIXED USE

COVER

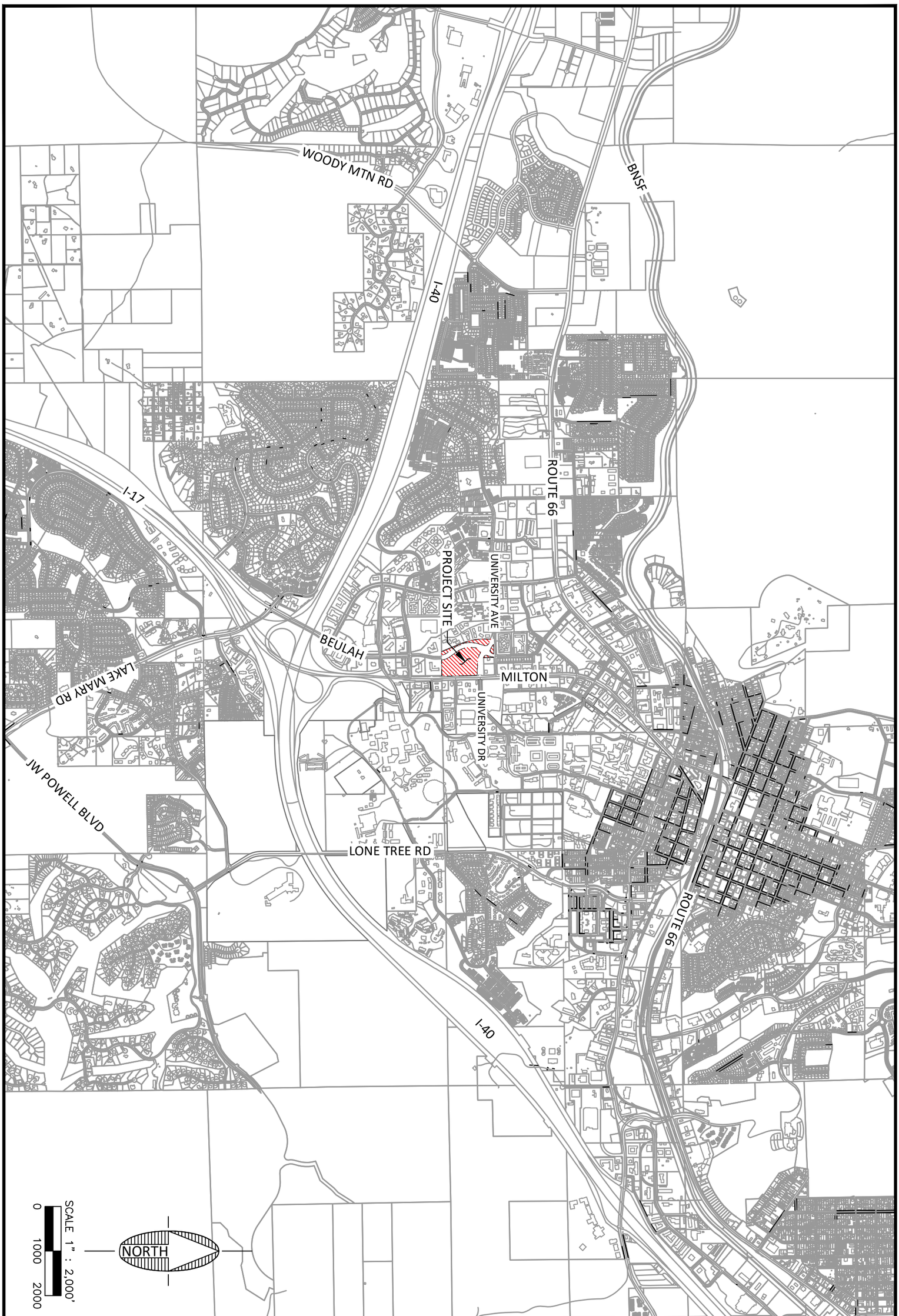
FLAGSTAFF

COCONINO COUNTY

DRAWN BY:
DATE: SEP. 2025
SCALE: N.T.S.
JOB NO: 224236

SHEET DO1 OF 4

DATE: Sep 17, 2025 FILE: X:\2024\224236\Drawings\Site Plans\Concept Zoning Plan\224236-Concept Zoning Plan Cover.dwg



SHEET D02 OF 4	DRAWN BY:	MILLTOWN MIXED USE	ARDURRA www.ardurra.com
	DATE: SEP. 2025	VICINITY MAP	
	SCALE: 1"=2000'		
	JOB NO: 224236	COCONINO COUNTY FLAGSTAFF	

DATE: Sep 17, 2025 FILE: X:\2024\224236\Drawings\Site Plans\Concept Zoning Plan\224236-Concept Zoning Plan Cover.dwg



SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE IS DEFINED BY A PROMINENT RIDGE LINE THAT DIVIDES THE PARCEL FROM THE SOUTHEAST TO NORTHWEST CORNERS.

B. SOLAR ORIENTATION AS SHOWN.

C. EXISTING VEGETATION CONTAINS MEDIUM TO DENSE PONDEROSA PINE ON THE EAST SIDE OF THE PARCEL. THE SITE INCLUDES SCATTERED OPENINGS CONTAINING SPARSE NATIVE GRASSES AND WEEDS. A MAJORITY OF THE EASTERN HALF OF THE SITE CONTAINS REMNANTS OF THE EXISTING ADOT MVD BUILDING. TRACTS A AND B WERE PREVIOUSLY DEDICATED FOR RESOURCE PRESERVATION.

D. THE PRIMARY VIEW CORRIDOR NOTICEABLE FROM THE SITE IS THE SAN FRANCISCO PEAKS TO THE NORTH. THE PARCEL IS SURROUNDED BY EXISTING RESIDENTIAL AND COMMERCIAL DEVELOPMENTS.

E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE.

F. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.

G. THERE ARE NO NATURAL STREAMS ON SITE. RUNOFF GENERALLY IS GENERALLY SPLIT ALONG THE SITE RIDGE LINE, WHICH DIVIDES FLOW TO THE SOUTHWEST AND NORTHEAST. SITE RUNOFF IS INTERCEPTED BY STORM DRAIN INLETS IN S BEULAH BLVD AND S MILTON RD.

H. THE PROJECT IS GENERALLY AN EXPORT PROJECT, WITH ALL ADJACENT LOTS ALREADY DEVELOPED AS HOUSING OR COMMERCIAL. THIS MIXED USE PROJECT WILL PROVIDE FIT WELL WITH EXISTING AND ANY FUTURE DEVELOPMENTS IN THE AREA.

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ARDURRA
www.arduurra.com

MILLTOWN MIXED USE

SITE ANALYSIS MAP

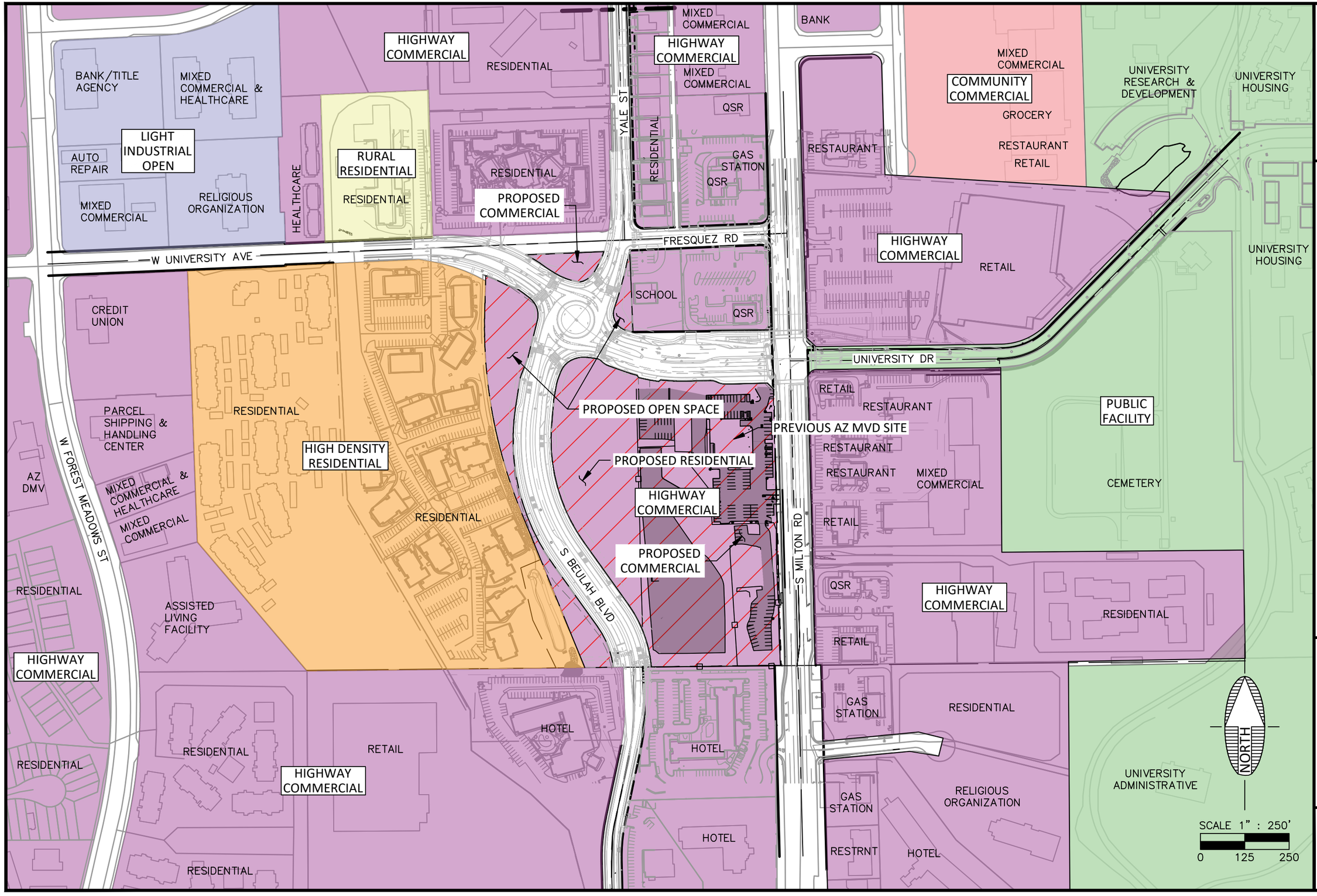
FLAGSTAFF

COCONINO COUNTY

DRAWN BY:	
DATE:	SEP. 2025
SCALE:	1"=150'
JOB NO:	224236

SHEET D03 OF 4

DATE: Sep 17, 2025 FILE: X:\2024\224236\Drawings\Site Plans\Concept Zoning Plan\224236-Concept Zoning Plan Cover.dwg



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CONTEXT ANALYSIS MAP

MILLTOWN MIXED USE

FLAGSTAFF

COCONINO COUNTY

DRAWN BY:	DATE: SEP. 2025	SCALE: 1"=250'	JOB NO: 224236

SHEET DO4 OF 4

DATE: Sep 17, 2025 FILE: X:\2024\224236\Drawings\Site Plans\Concept Zoning Plan\224236-Concept Zoning Plan Cover.dwg

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-16-00239-02

DATE: **February 5, 2018**
MEETING DATE: **February 14, 2018**
REPORT BY: **Tiffany Antol, AICP**

REQUEST:

Direct to Ordinance Zoning Map Amendment of approximately 18.11 acres at 1801 S Milton Road from the Rural Residential (RR) and Public Facility (PF) zones to the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO) zone. This Zoning Map Amendment request is accompanied by a Preliminary Plat and Conditional Use Permit.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval subject to conditions of approval.

PRESENT LAND USE:

The subject property is comprised of two existing parcels of land, in addition to a remnant piece of right-of-way after the realignment of University Avenue/Drive. The existing parcels include a 9.58-acre site owned by the City of Flagstaff that has four vacant buildings including a single-family residence, a modular home, barn, and garage. The other parcel is an 8.13-acre site owned by the Arizona Department of Transportation (ADOT), which includes several structures related to the ADOT Motor Vehicles Department and Roadway Maintenance Operations.

PROPOSED LAND USE:

A horizontal and vertical mixed-use development consisting of 48,400 square feet of commercial space with a 340-dwelling unit, 1,221-bed Rooming and Boarding facility.

NEIGHBORHOOD DEVELOPMENT:

North: Burger King and Montessori Schools of Flagstaff Westside Campus; Highway Commercial (HC) Zone
East: Greentree Village Shopping Center; Highway Commercial (HC) Zone
South: Baymont Inn & Suites; Highway Commercial (HC) Zone
West: Woodlands Village Apartments; High Density Residential (HR) Zone

REQUIRED FINDINGS

Staff Review

An application for a Direct to Ordinance 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 (page 40.20-1); and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Findings for Reviewing Proposed Zoning Map Amendments

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals and policies of the General Plan and any applicable specific plans; the proposed amendment will not 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; and, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities 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. 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.

Introduction/Background

On May 16, 2000 the voters of Flagstaff passed proposition 403 which established the local transportation tax 2000 to provide funding for a variety of transportation system improvements including the arterial and collector street system, and multi-modal elements. The information pamphlet for this proposition specifically identified the Beulah Boulevard extension and the University Avenue realignment as "missing links" within the overall transportation network. The exhibit for this proposition showed an alignment for these roadways similar to the current proposal. The transportation tax has been collected on a pay-as-you-go-basis with a total of $7.375 million allocated for these transportation improvements. These funds became 100% available as of July 1st 2017; however, many years of work have been spent on moving this project forward.

In 2005, the City of Flagstaff acquired APN 103-21-002, a 9.58-acre site known as the "Fresquez Parcel" for approximately $2.7 million. This purchase was the first step in moving this transportation project to fruition and provides the majority of right-of-way necessary to accomplish the Beulah Boulevard extension. In order to accomplish the University Avenue/Drive realignment the ADOT District Offices and Regional Laboratory need to be relocated.

The City and ADOT began to explore options for partnerships in order to relocate the ADOT facilities. In July of 2009, the Arizona P3 (Public-Private-Partnership) Legislation was passed, allowing for partnerships between a public agency (in this case two public agencies) and a private-sector entity to allow greater participation in the delivery of a transportation project. Typically, the public agency assumes all the risks and responsibilities for a transportation project, but under the P3 the private partner takes on some of those risks and responsibilities. The Flagstaff P3 is the first time this initiative has been used to acquire new facilities for ADOT, which will free up land for roadway improvements and redevelopment. A Memorandum of Understanding was executed on March 28, 2012 and set out the parameters for how this P3 project would function. The City and ADOT would combine the remainders of their parcels after right-of-way dedication to be used for redevelopment. The redevelopment parcel would then be traded from ADOT to the developer for relocated ADOT facilities.

ADOT issued a Request for Qualifications in March 2012 to solicit a private partner who could relocate the ADOT facilities allowing for the construction of the road improvement project. The selected private sector partner was Vintage Partners, who proposed to relocate the ADOT facilities to the former Harkins Theater on Woodlands Village Boulevard. The P3 project was formalized through a Pre-Development Agreement (PDA) between Vintage, the City, and ADOT in March 2015. This PDA grants Vintage Partners the authority to apply for the required entitlements to pursue redevelopment of the remaining lands. ADOT and the City agreed to cooperate in good faith with Vintage Partners in order to process these entitlements, recognizing that the Flagstaff City Council retains its full discretion to approve or deny the entitlement applications. The PDA also commits a total of $7.375 million for the extension of Beulah Boulevard and the realignment of University Avenue, which would be completed by Vintage Partners in conjunction with their redevelopment project.

Site Plan Approval

On February 7, 2018, the Inter-Department Staff (IDS) approved a site plan, a copy of which is attached to the Direct to Ordinance Zoning Map Amendment report, for the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment, Preliminary Plat and Conditional Use Permit, which is for the establishment of Rooming and Boarding as part of a mixed-use development and the approval of additional building height. Should any of these applications be denied, the site plan as submitted will no longer be approved.

Proposed Rezoning and Development Plan

The applicant, Vintage Partners, is requesting rezoning approval to permit a mixed-use development consisting of 48,400 square feet of commercial development in conjunction with a 340-unit, 1,221-bed Rooming and Boarding Facility, referred to as "Mill Town". The proposed Preliminary Plat affiliated with this request will divide the two existing parcels described above into two lots, two tracts, and the right-of-way required for the extension of Beulah Boulevard and the re-alignment of University Avenue. Lot 1 is the largest parcel at approximately 10.10 acres. This lot is fronted on three sides by Milton Road to the east, University Avenue to the north, and Beulah Boulevard to the west. Lot 2 is approximately 0.63 acres and is located northwest of the Beulah/ University/Yale intersection. Tract A located west of Beulah and south of University is approximately 1.80-acres set aside as open space and resource protection area. Tract B is approximately 0.15 acres located between Yale Street and the adjacent charter school to provide for detention and Low Impact Development (LID), and to preserve additional tree resources. All lots and tracts are proposed to be rezoned to the Highway Commercial (HC) zone subject to conditions.

The majority of the development, is located on Lot 1 which consists of 3 commercial pads along the Milton Road frontage, and a five/six story vertical, mixed-use building setback approximately 200 feet from Milton Road but directly adjacent to Beulah Boulevard and University Avenue. The largest retail pad at 12,500 square feet is located in the northeastern corner of the lot at the intersection of Milton Road and University Avenue. This building is intended to be a small grocery store that will serve the larger neighborhood as well as the residents on site. The other two pads are 4,200 square feet each; located on either side of the main entrance from Milton Road. The pad to the south of this entrance is proposed to be a drive-through retail/restaurant. These two pads have the appearance of two-story buildings in terms of height but do not have secondary uses. Surface parking areas are located to the sides of the pads and between the pads and vertical mixed-use building creating an internal "main street". Parking areas are screened from street view either by natural berms or screen walls with landscaping.

The vertical mixed-use building is primarily five-stories except for the portion of the building directly above the ground floor retail, which is six stories. The Rooming and Boarding portion of the building consists of 614,500 square feet of housing plus 320,500 square feet of structured parking. The commercial portion of the buildings consists of 25,000 square feet with 26,200 square feet of garage. The commercial portions of this building have a plate height of 15 feet and a minimum depth of 60 feet as required by code. The total lot coverage for all buildings is 224,500 square feet or 48% of the lot area. The Highway Commercial zone allows a Floor Area Ratio (FAR) of 3.0. In mixed-use buildings, residential is not incorporated into the total FAR calculations. Structured parking is also not included in total FAR calculations. Including all components of this development, commercial, residential and structured parking the FAR falls just under 3.0. The proposed residential gross density for this project is approximately 19 units per acre based on the overall site of 18.11 acres. The proposed residential net density for this project is approximately 34 units per acre based on the size of Lot 1 at 10.10 acres. The mixed-use building wraps around an internal parking structure that is used for both residential and commercial uses. The building then breaks out into a series of wings that wrap around internal courtyards, which provide private open space areas for the residents.

Lot 2 is designated for approximately 2,500 square feet of single-story commercial development. The site is designed to have access from both Yale and University Avenue with parking set behind the building. The proposed building is located at the intersection as is preferred by the Zoning Code. Tract A, located on the western side of Beulah between the mixed-use site and the adjacent apartments, will serve as an open space area for the public with trails and benches. The majority of resources required to be preserved are located on this tract. Tract B provides for detention and LID as well as the preservation of additional resources.

Transportation Improvements

The primary factor driving this Direct to Ordinance Zoning Map Amendment request is the City's goal to realign University Avenue and extend Beulah Boulevard north to the future intersection of Beulah/Yale/University. The realignment of University Avenue will streamline and consolidate traffic flow to and from the Northern Arizona University (NAU) campus across Milton Road. This realignment will also improve the intersection of Milton Road and University Avenue, which is known to have one of the highest accident rates in Flagstaff. The extension of Beulah provides an important link and alternative option for north/south travel other than Milton Road. It is the City's desire that the roadways and all related infrastructure in the right-of-way will set the example of quality transportation improvements. These transportation improvements will increase regional connectivity for this area, improve safety, and facilitate development and activation of under-utilized parcels. The City hired Kimley Horn to prepare the Beulah-University Alignment Study, dated November 2015, to provide alignment alternatives and roadway cross-sections for Beulah Boulevard and University Avenue and prepare a Regional Traffic Impact Analysis to identify the regional transportation impacts caused by the transportation improvements without the added impact of the proposed project. The road alignment selected avoids significant cuts into the existing topography and creates parcels with better street connectivity.

The City is requiring the dedication of the right-of-way for current and future roadway widths, knowing that the immediate roadway needs will be less than the full right-of-way width. To assure that the correct areas are dedicated for right-of-way, the applicant has prepared a 30% design level of plan for the transportation improvements. These plans have helped to refine the expectations of each party as to responsibility for improvement costs. Because this project is part of a larger P3 project, traffic and circulation are addressed in two ways. First, the City is responsible for providing the realignment and extension of the roadways along with the other improvements within the right-of-way. Second, Vintage is responsible for their immediate site access requirements into the proposed development. The Development Agreement affiliated with this project identifies the specific components of the transportation improvements, as well as responsible parties. This staff report will focus on the higher-level improvements for this project. A breakdown of the transportation improvements identifying the responsible party is attached to this report.

The new University Avenue, from Milton Road to the Beulah/Yale intersection, will be constructed as a four-lane roadway with additional right-of-way reserved for a future right turn lane onto southbound Milton Road. Beulah Boulevard will be constructed as a two-lane roadway with the right-of-way provided for the ultimate four-lane roadway. The two outer most lanes will be constructed with a large landscaped median. The median can be converted to additional travel lanes when warranted. A roundabout is to be constructed at the intersection of University Avenue, Beulah Boulevard and Yale Street. The roundabout allows for a full access driveway into the project on University Avenue. New Flagstaff Urban Trail System (FUTS) trails are provided along the west side of the Beulah Boulevard extension and the north side of the University Avenue realignment, leading east to a pedestrian underpass crossing Milton Road. The pedestrian underpass and the associated off-site improvements are not included within the City's transportation improvements and will be the responsibility of the applicant, with a financial contribution from the City of $250,000. Eight-foot wide sidewalks are provided along the project boundaries on Beulah Boulevard and Milton Road with a six-foot wide sidewalk provided along University Avenue.

The City, Vintage, and Northern Arizona Intergovernmental Public Transportation Authority's (NAIPTA) are working together to support the permanent transit system and future high frequency transit line to be operated on the extension of Beulah Boulevard and the realignment of University Avenue. The proposed transportation improvements have sufficient right-of-way to allow transit-only lanes or transit route prioritization on both Beulah Boulevard and University Avenue. Transit-only lanes work to support high frequency service by prioritizing transit over all other vehicular traffic and allowing transit to utilize the travel lane for stops as pullouts tend to cause delays for transit service. City-wide planning efforts are underway to incorporate high frequency transit into the overall transportation networks. ADOT is leading an effort on the first of these studies, the Milton Road Corridor Study. Transit-only lanes remain an option within the transportation improvements and will continue to be discussed and refined as the project progresses.

General Plan/*Flagstaff Regional Plan (FRP 2030)*

The Regional Plan's (The "Plan") 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 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 falls within a Neighborhood Suburban Activity Center that is currently being considered for a Regional Plan amendment, in conjunction with the adoption of the High Occupancy Housing Plan, to a Regional Suburban Activity Center.

Neighborhood Suburban Activity Centers are mixed-use centers at intersections of circulation corridors and access roads with access to surrounding neighborhoods providing local goods and services and public spaces accessible to transit and the FUTS. Suburban Activity Centers call for a density range of greater than 6 units per acre for mixed-use projects. The mix of uses within the commercial core should include services, offices, retail, restaurant, residential mixed-use and public spaces. Neighborhood commercial is intended for all commercial retail and service uses that meet consumer demands for frequently needed goods and services, with an emphasis on serving the surrounding residential neighborhoods. These areas are typically anchored by a grocery store, with supporting retail and service establishments. Transportation features of a Suburban Activity Center include easy-to-access parking available via shared lots, shared parking structures, lots and on-street parking with pedestrian paths through and around parking areas. Transit stops should be available. Suburban block sizes may be larger than urban areas but must have highly connected bike and pedestrian infrastructure across the block and not solely around the block edges.

Applicable General Plan Goals and Policies

Staff has identified Regional Plan Goals and Policies that could be applied to support or not support the proposed Direct to Ordinance Zoning Map Amendment. These goals and policies are located in an attachment to this report and within the applicant's narrative. The following is a discussion of how the project meets or conflicts with goals and policies in each chapter.

Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)
In accordance with the goals and policies of this section the subject property is to be included within the Resource Protection Overlay (RPO) zone. A Natural Resource Protection Plan has been provided in conjunction with the Site Plan and Preliminary Plat applications that preserves the required slope and forest resources on this site. The other most relevant policies are the ones in relation to dark skies. Outdoor lighting plans were submitted in conjunction with the site plan application and the proposed lighting for the site is in compliance with the Zoning Code. There were no significant natural resources from the Regional Plan Map 7 identified on this site.

Open Space
This application includes a 1.80 acre tract set aside as open space to provide a buffer between adjacent residential projects and the proposed vertical mixed-use building. This open space preserves forest and slope resources for the project and will be open for use by the general public.

Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)
As shown on Map 21, the Property is located within the Urban Growth Boundary. A Water and Sewer Impact Analysis and Drainage Analysis was completed for the project. The conclusions and requirements of these analyses are addressed in the Public Systems Impact Analysis section of this report. Both of these analyses adequately address the goals and policies of this chapter.

Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Milton Road is classified as a Great Street as well as a Gateway Corridor and is the main entrance to Flagstaff from the south. As stated by the Regional Plan "Driving on Milton Road from 1-17 sends drivers towards a masterpiece of environmental beauty framed by hodgepodge development and a very busy arterial street. The unrestricted access and center turn lane makes Milton a dangerous experience for pedestrians and cyclists and it is uninviting to walk or experience. It is the main connector between multi-family residential uses, the university and downtown." The large mixed-use building is deliberately set back from Milton Road in order to maintain the sweeping vista of the San Francisco Mountains as seen when entering Flagstaff from the south. The view, however, is the only iconic feature of this portion of the Milton corridor. There are no historic neighborhoods, existing single-family residential neighborhoods, or cultural resources deemed significant within the vicinity of this project. The project maintains a high level of architectural design with urban design features that are inviting to the public and encourage alternative modes of transportation. Urban design is key for the success of mixed-use developments. Walkable-scale developments can achieve many community goals, from increased public transit use to economic development opportunities. Concentrated development, however, must be designed and built with respect for Flagstaff's character. The City has committed to utilize 1% (approximately $80,000) of the total cost of the transportation improvements to incorporate public art into the right-of-way.

Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The preferred land use scenario used for the Regional Plan includes less single-family development and more mixed-use development in the name of sustainability. "Suburban development means more vehicle miles traveled, greater emissions, and greater water demand. More urban-type development results in fewer vehicle miles traveled, fewer emissions and less water demand." The Plan promotes concentrated development in or near the city core and in Activity Centers. As stated previously, the subject property is located within a Neighborhood Suburban Activity Center. The proposed development includes public spaces, parks, and plazas, with a mixture of residential and commercial uses, and is designed to incorporate alternative modes of transportation. The Mill Town project is considered an infill, redevelopment site. The project provides ample amenities for the public and the residents of the site. The proposed uses of the site do not include substantial employment opportunities as is preferred within an Activity Center. "Existing Activity Centers have great potential for increase activities, densities and mixed-use with focused reinvestment by both the public and private sectors." Currently, this Activity Center is underutilized with low intensity commercial and few residential developments. The proposed project adds the density, intensity, and mix of uses necessary to activate civic spaces and pedestrian environment.

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)

Mill Town, as part of the P3 project, is designed to incorporate citywide transportation improvements for vehicles, pedestrians, bicycles, and transit that increase network connectivity for all modes. This project will result in an alternative north/south connection other than Milton Road, which is a heavily congested corridor. The realignment of University Avenue will increase safety for vehicles and alternative modes of transportation by eliminating a disjointed intersection. The developer's addition of a pedestrian underpass across Milton Road will enhance pedestrian and bicycle safety at an already heavily used intersection. The project can be efficiently served by local transit with the hope that higher level transit improvements can be added to the transportation improvements. All of these features work in concert to provide new "complete streets" within the City of Flagstaff transportation network. Activity Centers are meant to be pedestrian and transit oriented and this project meets both of those criteria in terms of design and the associated improvements.

Cost of Development

This chapter primarily addresses new development paying its fair share of public facilities, services, and infrastructure. Impact analyses helps to determine the specific proportion as share for each development. A review of the impact analyses for this project and the mitigation required is discussed in the Public Systems Impact Analysis section of this report.

Neighborhoods, Housing, and Urban Conservation
NAU students make up approximately 25% of the City's population. The student population's increasing demand for housing impacts the cost and availability of housing in the region, which results in a higher demand for multi-family housing. The Mill Town project provides an additional 1,221-beds of student housing within walking distance of NAU. The project does not, however, provide a mix of housing types on-site or help fill the need for workforce housing. The proposed mixed-use, student housing project does make use of an existing underutilized site as encouraged by the Regional Plan.

Economic Development (Responsive Government, Education and Workforce Training, Business Retention, Expansion and Entrepreneurship, Business Attraction, Tourism, Community Character and Redevelopment and Infill)
The Mill Town development is a prime example of redevelopment of an underutilized property designed to accomplish regional transportation improvements within a designated Activity Center.

Recreation
Development projects are encouraged to integrate active and passive recreation sites into their design. The Mill Town project provides several locations for both types of recreation. Private and public open spaces areas have been incorporated into the project boundaries. Ample civic space is provided to enhance the public and commercial component of this mixed-use development.

Policy Analysis

This list below identifies several key points and community benefits supporting (+) or not supporting (-) the proposed amendment:

+ The property is considered redevelopment, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities and services by the City;
+ The project will complete regional transportation system improvements that serve other areas in the City;
+ The project will provide open space amenities and extensions of the FUTS in addition to a pedestrian underpass across Milton Road;
+ Adding high density residential to an Activity Center where the character is currently low intensity commercial**;**
+ Mill Town is a centrally located project with convenient access to many required resources, including transit;
- The project does not include residential or office uses over the commercial buildings fronting the Milton Road corridor;
- The project does not include employment type uses within this Activity Center; and,
- The project does not provide affordable housing or a mix of housing types.

High Occupancy Housing Specific Plan

The High Occupancy Housing (HOH) Specific Plan was in the process of being prepared during the review of the site plan, preliminary plat, and zoning map amendment cases for this site. The HOH plan is scheduled for adoption just prior to City Council review of these applications. While the HOH plan goals and policies were not directly applied to this application, staff worked with the applicant to integrate as many of the strategies as possible into the proposed development. For example, the applicant has agreed to add recycling chutes in addition to garbage chutes for better waste management as suggested in the HOH plan. The Regional Plan Amendment to change the existing Activity Center from Neighborhood to Regional would make this site a preferred location for high occupancy housing projects.

Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 18.11 acres will be rezoned to the

Highway Commercial zone with the Resource Protection Overlay (RPO) zone. Development of the site will be conditioned to the approved site plan. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning & Zoning Commission and City Council. The Site Plan provided includes the overall site layout; open space and civic space areas and calculations; parking areas and calculations; landscaping and screening; architectural renderings; colors and material specifications; 3D views of the proposed development; and, exterior lighting details.

Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), a site analysis was completed in conjunction with the concept plan for this project that considers the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The findings of the site analysis were used for the layout of the mixed-use development, open space and civic space areas on site. The largest building on the site is set back approximately 200 feet from the Milton Road corridor in order to maintain the sweeping views of the San Francisco Mountains when entering Flagstaff from the south. The mixed-use building and road layout are designed to work with the existing topography. Open/civic spaces have been provided for public access as well as private open space areas for the residents of the development. These areas also provide buffers from existing multi-family developments to the west of the subject property. The surrounding land use context includes a variety of uses and structures including single-story restaurants and retail stores, multi-story hotels, and multi-story apartments.

Resource Protection

The applicant has provided resource calculations of existing resources found on the property. Based on the preliminary calculations, it appears that the minimum protection threshold requirements can be met. The Zoning Code protection factors for commercial zones are as follows:

80% of steep slopes (25% and over)
70% of moderate slopes (17-24.9%)
30% of forest canopy

The Zoning Code allows a 5% reduction in the required forest preservation rates if civic space is provided. A detailed Natural Resource Protection Plan was included with the Preliminary Plat for this project.

Open Space & Civic Space

Mixed-use developments are required to provide residential uses with common or private open space. Open space areas for the residents have been incorporated into the design of the building in a series of courtyards that provide recreational amenities. Additionally, the project sets out approximately 1.8 acres of public open space in a separate tract. This tract allows for the preservation of mature trees and steeply sloped areas while providing a buffer between residential uses. The site plan identifies a total of 3.39 acres of common open space on the mixed-use site.

Section 10-30.60.060.B.1.b of the Zoning Code (Page 30.60-11) requires developments with 50 or more dwelling units to provide a minimum of five percent of the site as civic space. A total of .5-acres of civic space are required for this project. The site plan identifies a total of 1.73 acres of civic space provided as part of the mixed-use development.

Pedestrian and Bicycle Circulation Systems

The Mill Town project includes enhanced pedestrian and bicycle facilities to connect with the NAU campus. The most prominent of these is an underpass tunnel on the north leg of Milton Road to completely separate pedestrians and bicyclists from Milton Road traffic. FUTS shared-use pathways are designated along the north side of University Avenue/Drive and the west side of Beulah Boulevard. Therefore the project includes a ten-foot pathway along the north side of University from Beulah Boulevard to the existing NAU pathway that now ends at the east edge of the Target parcel, and a ten-foot pathway on the west side of Beulah Boulevard from University Avenue south to the existing pathway. An eight-foot wide sidewalk along the east side of Beulah Boulevard from University Avenue to Forest Meadows Street is also included. This will

accommodate students walking from Mill Town to south campus via Beulah Boulevard and McConnell Drive. The project also provides a pedestrian connection through the site from the southwestern corner along the adjacent parcel into the commercial core of the mixed-use project. The sidewalk along Milton Road adjacent to Mill Town will also be eight feet wide. Both University Avenue and Beulah Boulevard will include on-street bike lanes within the project area. Due to its proximity to NAU, the Milton Road pedestrian and bicycle underpass, available transit service, and its mixed-use nature, Mill Town is expected to generate only about half the vehicle trips that would be anticipated without all of these features.

Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development includes streetscapes, site relationships, signage, and landscape features. The primary streetscape of the subject property is Milton Road. Suburban landscaping and setbacks standards have been applied to this frontage with increased sidewalks widths, pedestrian connectivity, buildings moved closer to the street with accessible civic spaces. The streetscape is enhanced, but remains consistent with the surrounding area.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed mixed-use building is significantly larger than the existing buildings surrounding the site. A Conditional Use Permit is requested to exceed the maximum height of the Highway Commercial (HC) zone for the portion of the building that fronts Milton Road. The building has been setback from Milton Road so that it will not dominate over the existing buildings. The proposed building has both vertical and horizontal articulation in accordance with the Zoning Code to ensure that traditional proportions can be observed. The building form is broken horizontally and vertically to make the building appear smaller or rather made up of several different buildings.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The proposed mixed-use building has steeply pitched roofs that provide variation in the building forms. The site plan includes very high quality materials for the building such as stone and timber. The buildings are comprised of materials and colors that are compatible with Flagstaff characteristics.

Landscaping

Landscaping plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment. The applicant did provide a detailed landscaping plan that meets the requirements of parking lot landscaping, street buffer landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). The landscaping design for this project includes a combination of urban and suburban landscaping to develop specific character areas within the development. A final landscape plan will be reviewed at the time of civil plan submittal.

Outdoor Lighting

The subject property is located within Lighting Zone II and is allowed a total of 50,000 lumens per acre. Lighting allowances were based on the resultant parcels and not the total gross acreage. The applicant has worked to ensure that the site exceeds the City's outdoor lighting standards. A lighting plan was reviewed in conjunction with the site plan and will be reviewed for compliance again at the time of building permit submittal.

Parking

Commercial parking is provided in a surface parking lot along the internal drive within the Mill Town mixed-use project and within the parking garage at the center of the mixed-use building. All of the residential parking is contained within the parking garage. The applicant has provided a parking demand study, a copy of which is attached, to reduce the required amount of parking for the Rooming and Boarding Facility. Section 10-50.80.040.A (Page 50.80-7) of the Zoning Code requires a minimum of one parking space per bedroom, plus one space per owner or manager within a Rooming and Boarding Facility. In this case that would require no less than 1,221 parking spaces with a few spaces for on-site managers in combination with the required

commercial parking spaces. The City of Flagstaff Transportation Engineering Program performed a study of student housing related projects in Flagstaff, a copy of which is attached to this report, that are known to be occupied with large number of students. The study determined that the actual parking need for these types of facilities averaged about 0.77 parking spaces per bed. The site plan has been approved with a parking rate of 0.79 parking spaces per bedroom (a total of 965 spaces for 1,221 beds).

PUBLIC SYSTEMS IMPACT ANALYSIS

Traffic/Right-of-Way Impact

The Mill Town Transportation Impact Analysis (TIA) included 19 existing and proposed intersections and driveways, extending along Milton Road from Forest Meadows Street to Butler Avenue, along Yale Street and Beulah Boulevard from Forest Meadows Street to Plaza Way, and along University Avenue/University Drive from Woodlands Village Boulevard to the Target driveway east of Milton Road. Ten of the intersections/driveways are along City roadways, eight are ADOT locations, and one, the Target driveway, is under NAU's jurisdiction. The TIA was done to meet both the City's and ADOT requirements. The analysis considered opening year, assumed to be 2018, and five years after opening, 2023. Since the Mill Town project includes the City's capital street project, realignment of University Avenue and construction of Beulah Boulevard south of University Avenue, staff also considered a 20-year horizon for the new streets.

The City's intersections are expected to operate at acceptable service levels with the development in place, except for westbound to southbound left turns at Forest Meadows and Beulah Boulevard. However, this movement has a poor service level today, and traffic due to the proposed development will have little impact here. In addition, the new Beulah Boulevard connection between University Avenue and Forest Meadows Street will provide an alternate route for some of the traffic now making that westbound left turn. Peak period delay is expected to increase for left turns out of the Target/Green Tree Village Shopping Center driveways on University Drive. Drivers are likely to take less direct alternate routes during the heaviest traffic times.

Although originally planned as a conventional intersection, the new University/Beulah/Yale intersection will be a roundabout. The conventional intersection design did not provide adequate sight distance for drivers turning into Mill Town from University Avenue. The developer indicated left turn access at this driveway is essential for the commercial portion of the development, especially to accommodate large delivery trucks for which a right turn out would be difficult or impossible. The roundabout design not only provides adequate sight distance at the driveway, it also provides ample traffic capacity to accommodate additional growth. The single lane roundabout can handle the traffic anticipated throughout most if not all of the street project's 20-year design life, and will be designed so it can easily be converted to dual lane operation if ever needed. Since small design details can have significant impacts on how well a roundabout works, the City contracted with an independent roundabout expert to review the design, resulting in several tweaks to optimize the roundabout's performance.

Completing the Beulah Boulevard connection between University Avenue and Forest Meadows Street, and realigning University Avenue with University Drive will provide additional route options and is expected to result in some changes to the distribution of traffic in the area. There is a significant amount of traffic moving between Milton Road south of University Drive and Beulah Boulevard south of Forest Meadows Street, and it all has to turn left off of Forest Meadows Street in one direction or the other. The new Beulah Boulevard connection will provide an alternative where left turns can be made easily at the roundabout with no need to use Forest Meadows Street. Also, since Beulah Boulevard will connect to Yale Street at University Avenue, traffic heading to and from destinations between Yale Street and Milton Road can stay on Beulah Boulevard and Yale Street and stay off of Milton Road. The ability for eastbound University Avenue traffic to turn left onto Milton Road at a traffic signal may attract some traffic that now uses Plaza Way, Riordan Road or even Route 66 to get to northbound Milton Road. It will take some time for drivers to try out alternate routes before traffic settles into a steady pattern, but the new street configuration will reduce some of the pressure on Milton Road and on Forest Meadows Streets for local trips, and provide a route that is more accommodating for pedestrians and bicyclists.

The ADOT facilities nearest Mill Town are more sensitive to any additional traffic because they are already heavily loaded. Realigning University Avenue with University Drive and providing dual left turn lanes and an exclusive right turn lane for eastbound will better accommodate the traffic here. Significant reduction in traffic delay can be made if the underpass eliminates the need for at-grade Milton Road pedestrian crossings. The Mill Town access point on Milton Road (Access A) will be across from the existing driveway for the University West Apartments, and is expected to make left turns out of the apartment driveway more difficult during peak times. Restrictions on some movements may be needed in the future should a safety problem develop.

Water and Wastewater Impact

The Mill Town Mixed-Use Public Water and Sewer Impact Analysis was completed March 23, 2017 after the submittal of a concept plan application for the proposed project. The proposed development is located within the City of Flagstaff urban growth boundary and has the ability to be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development so all on-site sewer and water systems will have to be designed and built. It is the developer's responsibility to design, acquire adequate right-of-way, and construct all on-site and connecting water infrastructure in accordance with all applicable City, State, and Federal rules and regulations.

Water
All public water infrastructure exists in the right-of-way adjacent to this property. There is an 8" water main extended across the full property frontage within the existing alignment of Milton Road, and an 8" main within University Avenue. New infrastructure will be constructed as part of the transportation improvements. The existing 8" water main that terminates on the north end of Beulah Boulevard will be extended to the north within the Beulah Boulevard extension to the new intersection with University Avenue. The water main will continue north and connect to an existing 8" water main in Yale Street. A new 8" water main will also be constructed within the University Avenue realignment and will connect an existing 8" water main in University Avenue to an existing 8" water main in Milton Road. The new 8" water mains will provide domestic water and fire service to the project. All appropriate looping and second source requirements will be satisfied. The property lies within the City of Flagstaff Zone "B" water pressure system limits, and appears to meet the minimum pressure requirements stated in the City of Flagstaff Engineering Standards.

Wastewater
To provide sewer services to the project, a new 12" sewer main will be constructed within the University Avenue re-alignment as part of the transportation improvements. It will connect an existing 8"sewer main in University Avenue west of Milton Road to an existing 12" sewer main behind Trail Crest Brewing Company on University Drive east of Milton Road.

Stormwater Analysis

The Mill Town project's overarching drainage concept is to provide peak flow stormwater discharge mitigation, total stormwater runoff volume mitigation, and improvement to the water quality of site discharges. Topography of the project site splits the drainage into two watersheds, the Sinclair Wash and Clay Avenue Wash watersheds. Mitigation measures and stormwater quality improvement requirements are applied for each watershed. The Mill Town project has been further separated into on-site development and the transportation improvements. Mitigation measures and stormwater quality improvement requirements are applied to each of the two separate developments to maintain the same overarching drainage concept requirements.

Development of the Mill Town site will meet the mitigation and water quality requirements through the use of subsurface water storage systems consisting of both a detention and a retention storage capacity. Water quality improvements consisting of sediment capture components will be incorporated into the subsurface storage systems. Essentially, impervious surface areas of the site, will have runoff routed to landscaping areas and subsurface collection systems. The subsurface

collection systems will collect surface flows not able to be stored within landscape areas and these flows will be routed through filters to capture sediment and other debris before entering the larger containment systems. Roof areas will connect to roof drains that discharge directly to the subsurface system. Discharge from the containment systems will be through low flow outlets designed to slow discharge of the retained volume for a 24 hour to 36 hour drain time.

Development of the City transportation improvements will include routing of impervious roadway surfaces to subsurface drainage systems that split the roadway project between the two watersheds. The proposed roadway surfaces within the Clay Avenue Wash watershed area of the project are located in areas with substantial existing impervious. Roadway in this area is designed to be a reduction in total impervious area, therefore, mitigation parameters for this portion of the roadway will be accomplished by the reduction in impervious area. Discharges from this area will flow by the subsurface conveyance system to the existing detention facility behind Target building. Existing discharges from this area of the site ultimately flow to the same location via a combination of subsurface and above ground conveyance. The proposed roadway surfaces within the Sinclair Wash watershed area of the project are in an area with little existing impervious surfaces and therefore are to be routed to mitigation and filtration facilities. The proposed subsurface conveyance system for this portion of roadway will discharge to an existing drainage channel and detention facility located on the west side of the development. A proposed expansion of the existing detention facility will incorporate an 'LID extended detention' facility in the lower portion of the basin which will essentially serve as volume mitigation and water quality feature through a soil filtration system with metered discharge designed to slow discharge of the retained volume for a 24 hour to 36 hour drain time.

DEVELOPMENT AGREEMENT

A draft development agreement has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities in regards to the transportation improvements. The agreement separates the pedestrian underpass from the transportation improvements, defines budget limits for the improvements, and includes provisions for transit lanes and bus stops. A copy of the draft will be provided to the Commission at the February 28, 2018 hearing.

CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 900 feet of the site excluding rights-of-way.

The applicant held two neighborhood meetings in regards to this case on June 15, 2017 and June 26, 2017 at the ADOT training facility, located at 1901 S Milton Road. Thirty-eight (38) individuals attended the first meeting and thirty-three (33) individuals attended the second meeting. A Citizen Participation Report, attached, was prepared in response to the comments and concerns presented. The meetings included introductory presentations from the applicant, a question and answer session, and a break-out session where attendees had the opportunity to ask questions of the development team and view project boards. Comments on the project included concerns on the road designs, scale/bulk/mass of the proposed building, focus on student housing rather than community housing needs, proposed uses, and affordability.

Four letters from the public have been received as of the writing of the report. Two of these letters are included in the Citizen Participation Report. The additional letters are attached to this staff report.

RECOMMENDATION:

Two public hearings are required for Direct to Ordinance Zoning Map Amendments that involve the development with more than 300-dwelling units. At the February 14, 2018 Planning & Zoning Commission meeting, staff recommends opening the public

hearing, taking public comment, and continuing the hearing until February 28, 2018. For the February 28, 2018 Planning & Zoning Commission meeting, staff recommends approval of PZ-16-00239-02 with the following conditions:

1. The subject property must be developed in accordance with the approved site plan and conditions of approval dated February 6, 2018. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

3. A materials management plan shall be prepared for the Mill Town project to be submitted in conjunction with building permits to enhance optimum waste management options including recycling. The mixed-use vertical building shall include chutes for both general waste and recycling materials.

4. Applicant must install, at their expense, the pedestrian underpass across Milton Road, with financial contributions from the City of Flagstaff as stated in the Development Agreement. Improvements must be designed to ADOT standards and installed in conjunction with the transportation improvements and prior to the occupancy of the mixed-use building.

5. All terms, conditions, and restrictions detailed within the "Mill Town Development Agreement" must be fully satisfied.

6. If the applicant fails to obtain final plat approval for Mill Town, or obtain an extension of zoning within five (5) years of the effective date of the rezoning ordinance, the City Council may take action to revert the zoning back to the former classification of Rural Residential (RR) and Public Facility (PF), per Section 10-20.50.060 of the Zoning Code.

Attachments:

- Application
- Legal Notice
- Zoning District Legal Descriptions
- Project Narrative
- Approved Site Plan
- FRP 2030 Applicable Goals and Policies
- FRP 2030 Map 21 Enlargement of subject property
- Mill Town TIA Executive Summary
- Parking Demand Study
- Citizen Participation Plan/Report
- Letters received by staff

Milltown Mixed Use (PZ-24-00162)
Zoning Map Amendment Narrative (for Site Plan Modification)

I. Introduction

This Narrative is included with the Large-Scale, Direct-to-Ordinance Zoning Map Amendment Application (the "Application") submitted by Gammage & Burnham, PLC on behalf of Toll Brothers ("Toll"), along with Vintage Partners ("Vintage" and collectively with Toll, the "Applicants") to modify the previously approved Site Plan for Milltown. Vintage and its development partners have worked diligently to increase housing accessibility in the City of Flagstaff. Together with Toll, a nationally respected homebuilder, Vintage now proposes to revitalize a vacant infill property with a high-quality mixed-use development consisting of four commercial pads and a contemporary multifamily component (the "Project"). As explained in this Narrative, the Project supports the goals, policies, and spirit of Flagstaff's Regional Plan by supplying housing and retail in a Regional Activity Center.

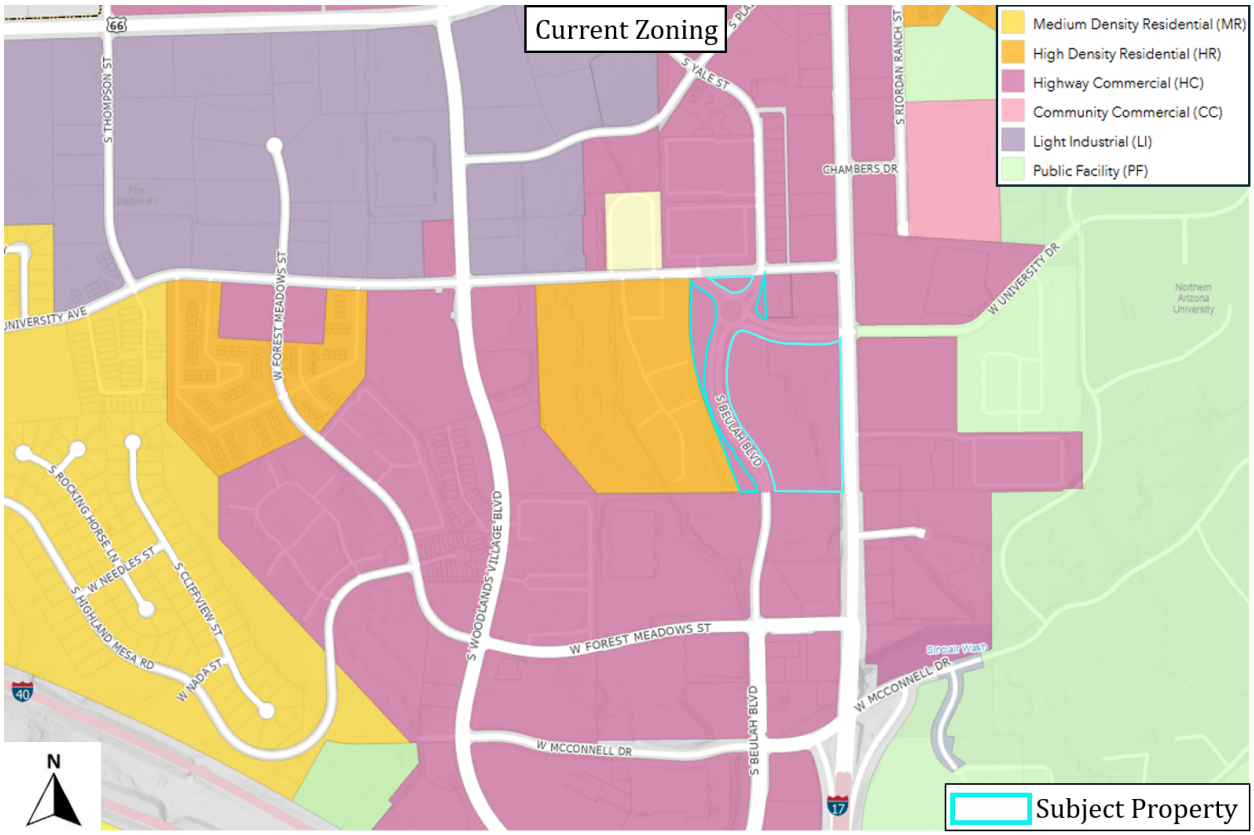
II. Subject Property

Applicants propose to develop the Project on approximately 12.29 acres of property assigned Coconino County Assessor's APNs 103-21-024, -025, -026, and -027 (collectively, the "Property"). Aside from a multi-use path and associated pedestrian improvements, Parcels -026 ("Tract A") and -027 ("Tract B") will be left mostly in their current, natural state. Parcel -025 ("Lot 2") will accommodate one commercial pad. And Parcel -024 ("Lot 1"), which is approximately 10.07 acres in size, will accommodate all other components of the Project, including 265 multifamily dwelling units and three commercial pads. The Property is shown in **teal** on the Aerial Map, below. Lot 1 is indicated with hatching.

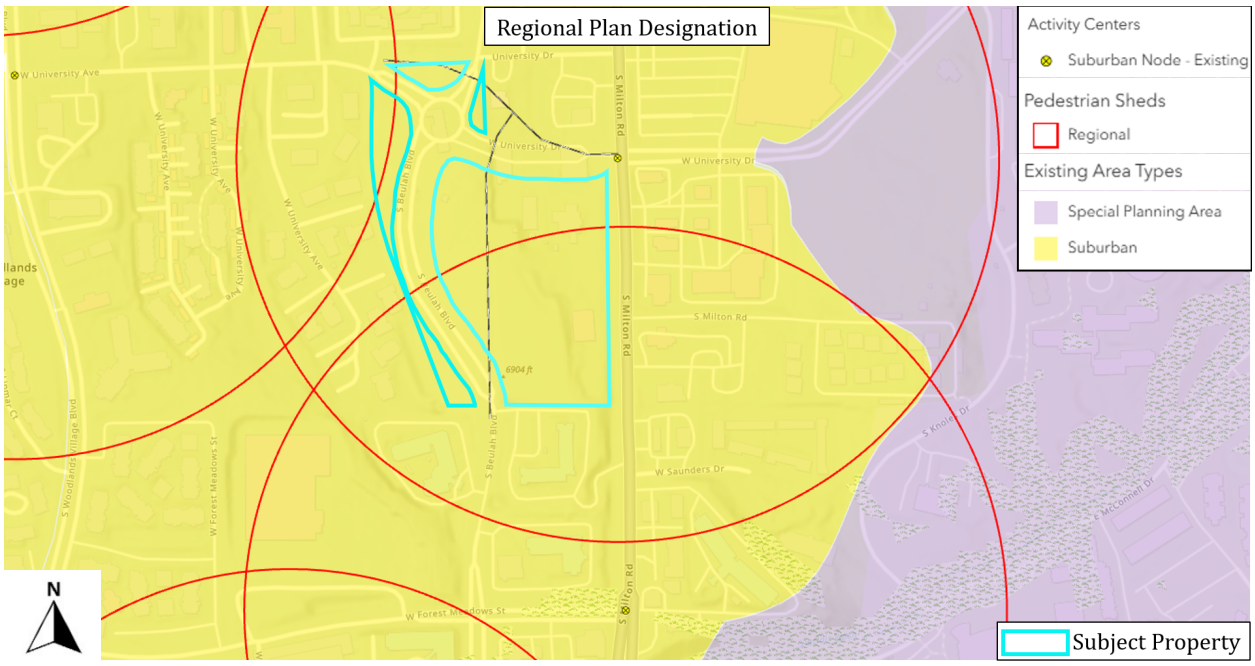


The Property is zoned HC – Highway Commercial and is located within the Resource Protection Overlay ("RPO"). HC zoning is intended for development of commercial and residential

uses, though residential uses should be buffered from adjoining highway corridors by commercial buildings. The Property is outlined in **teal** on the Zoning Map, below.



The Property is in an existing Suburban Area under Regional Plan 2030 and is situated within overlapping Regional Pedestrian Sheds of three existing Suburban Activity Centers (S8, S9, and S14). The Regional Plan calls for "[l]arger, mixed-use centers" in this location, with greater than fourteen dwelling units per acre. The Property is shown in **teal** on the Regional Plan Map, below.



As shown on the Location/Vicinity Map, enclosed with this application as **Item I.8**, Lot 1 is bounded to the north by University Drive, to the east by Milton Road, and to the west by a recently completed extension of Beulah Boulevard. Immediately surrounding uses include:

- Burger King and the Montessori School of Flagstaff (Westside Campus) to the north;
- Green Tree Village Shopping Center, In-N-Out Burger, Target, and other commercial uses to the east across Milton Road;
- Baymont Inn & Suites to the south; and
- Woodlands Village Apartments to the west.

Lot 2 is located to the north of Lot 1 and is bounded by Yale Street to the east and University to the south. The remaining two parcels, Tracts A and B are generally situated to the south of Lot 2. Tract A is bounded by University Drive to the north and the Beulah extension to the east, and Tract B is located to the east of Yale Street. All of the Property's parcels are within walking and biking distance to the Northern Arizona University campus, which is approximately a quarter mile to the east along University Drive.

The Property is currently vacant but previously accommodated the Arizona Department of Transportation ("ADOT") northern headquarters—which, along with the Flagstaff Harkins Theater, was relocated by Vintage as part of a three-way private-public partnership ("P3") with the City and the State of Arizona.

III. Project History and Current Proposal

Project History

In 2018, as part of this P3, the Flagstaff City Council approved Direct-to-Ordinance Zoning Map Amendment PZ-16-00239-02, rezoning the Property to its current HC – RPO zoning. Condition No. 1 of this rezone was that the Property had to be developed according to the approved Site Plan for the Property, which included approximately 20,700 square feet of commercial space and 348 dwelling units (the "Approved Plan"). On Lot 1, the Approved Plan grants Vintage the right to construct three commercial pads (including drive-through retail/restaurant use) along Milton Road, and a five-story multifamily residential building with approximately 1,221 beds near Beulah and University Drive. Pursuant to Condition No. 1 of the 2018 rezone, any non-minor modification to the Approved Plan would require a Direct-to-Ordinance Zoning Map Amendment request.

The City Council also authorized the Milltown Development Agreement, which set out the roles and responsibilities of the parties to the P3. Vintage has successfully fulfilled many of its obligations under this agreement by relocating ADOT and Harkins, participating in the Beulah/University Realignment Project, and supporting the City with improvements along Milton Road—including a pedestrian underpass under Milton at the University Drive intersection. In short, Vintage has delivered on its part of the bargain.

Because the Milltown Development Agreement was set to expire, City Council voted to extend and amend it on March 4, 2025. The amendments clarified that any non-minor modifications to the Approved Plan would be reviewed under the version of the Flagstaff Zoning Code in place when the Development Agreement was drafted (the version in effect on May 5, 2017).

Current Proposal

The Approved Plan is large and dense. Applicants are proposing to develop the Property with a more appropriately sized and sustainable development. This proposed development includes reduced density and height compared to the Approved Plan, while still delivering a mixed-use development as envisioned by the City's 2018 approvals. This Project includes:

- Three retail shops/restaurants (±2,000 to 4,200 square feet each) with enhanced architectural features and extended rooflines;
- One specialty supermarket (±13,300 square feet) at the corner of University and Milton;
- 265 apartment units provided in a mix of one-, two-, four-, and five-bedroom units (669 beds) with a density of 21.6 du/ac;
    - Sixty-five (65) one-bedroom units;
    - One-hundred-five (105) two-bedroom units;
    - Eighty-one (81) four-bedroom units;
    - Fourteen (14) five-bedroom units;
- Indoor and outdoor amenities (clubhouse, fitness center, outdoor pool, outdoor dining/seating areas, public civic space, multi-use path); and
- Enhanced multimodal circulation routes (both hard- and soft-surface) throughout the Property, connecting the Project's components with each other and the City's FUTS Trail System.

This new unit mix demonstrates Applicants' commitment to providing well-rounded and diversified housing. The one- and two- bedroom units, which make up roughly two-thirds of the Project's total units, are ideal for both individuals and small families. And the four- and five- bedroom units are well suited for young professionals and students—which will help relieve market pressure on other facets of the City's housing stock.

Primary vehicular access to the commercial component on Lot 1 is planned via a right- and left-in/right-out access point along Milton Road. And primary access to the multifamily residential component is planned along Beulah Boulevard. As a mixed-use development, however, parking for the different components can be accessed from either primary entrance.

Parking for the Project consists of 514 total parking spaces, of which 502 are located on Lot 1, and 12 are located on Lot 2. All 12 parking spaces on Lot 2 are expected to be used primarily for the small retail component of the Project located on the same lot. As described in greater detail in the Project's Parking Demand Study ("PDS") and as shown on this submittal's Site Plan Sheets, of the 502 parking spaces located on Lot 1, there are: (1) 334 residential spaces, and (2) 168 commercial/visitor spaces. The residential spaces will be allocated to residents using a fee model to track and control usage, and to ensure that supply conforms with demand. Any unauthorized vehicles in the resident parking area will be identified and removed by on-site staff. And the shared commercial/visitor parking described in the PDS leverages internal capture and disparate peak demand to minimize the inefficiencies of surface parking sprawl. In addition to this vehicle parking, 136 bike stalls are located on Lot 1, and an added 4 stalls are planned for Lot 2. Toll also intends to provide bike hooks within each dwelling unit to further encourage multimodal transportation.

In sum, the Project will be a cohesive, horizontal mixed-use development that embodies the spirit of urban mountain living. It will help the City achieve its housing goals, while simultaneously

fostering a sense of community by providing public civic space, a mix of uses, and multimodal connectivity.

IV. Request and Required Findings

Applicants request to modify the Approved Plan to allow for the Project's development. And, per Condition No. 1 to the 2018 rezone, this request must satisfy the requirements of a zoning map amendment.

Direct-to-Ordinance Zoning Map Amendments are evaluated based on three findings, enumerated in Flagstaff Zoning Code Section 10-20.50.040.F.1.a. These three findings are listed below, along with a discussion of how the Project satisfies all three.

(1) The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans.

Regional Plan Analysis

The Regional Plan designates the Property for large, mixed-use centers with a residential density greater than fourteen dwelling units per acre. The mix of uses should include services, offices, retail, restaurant, residential mixed-use, and public spaces. Except for office space, the Project provides each of these uses, at a density that conforms with the designation of the Regional Plan.

Furthermore, as explained by City Staff in the 2018 Staff Report for PZ-16-00239-02 (zoning the Property HC – RPO), placement of a mixed-use development on the Property furthers many of the Regional Plan's goals. Because the proposed Project is a mixed-use development with many of the same features and amenities as the Approved Plan, it will also further these goals. Some of the most relevant of these goals and policies are discussed below.

Regional Plan Goals and Policies

Goals are organized by Regional Plan 2030's relevant chapters. Language quoted from the 2018 Staff Report is in blue.

Environmental Planning and Conservation & Energy

The Project's focus on multimodal transportation will reduce vehicle miles traveled, and help Flagstaff achieve carbon neutrality, as called for in the Regional Plan. Substantial public bike parking will be available, and the Project's residential component will provide bike hooks in every bedroom. Every resident will also be given an ecoPASS that can be used on Flagstaff's Mountain Line. In conjunction with its proximity to shopping, dining, and educational uses, the Project's focus on multimodal transportation will strongly encourage residents and visitors to harness alternative modes of transportation and reduce greenhouse gas emissions. And Milltown residents with electric vehicles will be encouraged to take advantage of the six dual-port chargers (serving twelve spaces) located strategically throughout the Project.

Furthermore, the Project's buildings—especially the residential component—are designed with efficiency in mind. The residential walls will be well-insulated with a minimum of an R-21 thermal resistance value—well above the minimum for most walls in the City. This will

minimize heat transfer in both cold and hot weather conditions. Cooling (SEER2 minimum) and heating equipment (including Ecobee thermostats with Eco+ capability) will be modern and efficient, and the residential building will meet or exceed bronze-level National Green Building certification standards. Natural gas plumbing will only be for shared outdoor grills, fireplaces, and the community pool as the building is intended to be an "All-Electric, Energy-Efficient Building" within the meaning of Flagstaff Code 10-30.70. Light bulbs will be LED, and provided appliances will be Energy Star (or the reasonable equivalent). Additionally, low-flow faucets (maximum 1.5 gallons per minute) and shower heads (maximum 2 gallons per minute) will be installed in each bathroom along with toilets requiring 1.28 gallons or less per flush.

The Project's parking provisions are also much more environmentally friendly than those previously approved. In comparison to the Approved Plan—which authorizes a massive parking structure—the Project provides adequate parking without requiring such carbon-intensive construction. This will *dramatically* reduce embodied carbon in the Project.

In short, Milltown will be sustainable in both its construction and operation. It will also promote sustainability along the Milton Corridor more broadly. This is because Milltown prioritizes interconnectivity and access to transit by providing abundant bicycle parking, welcoming pedestrian infrastructure, and a complimentary ecoPASS to each resident—and because the Milton Road pedestrian underpass developed as part of the Milltown P3 and the Project's proximity to NAU encourage energy-efficient modes of transportation. Because of this, Milltown's second-order energy savings will extend far beyond the boundaries of the Property.

In addition to energy savings, the Project also preserves other natural resources. Although [t]here were no significant natural resources from the Regional Plan Map 7 identified on this site, the Project was nevertheless designed with water and dark-sky conservation in mind.[1] Low flow faucets will be installed in all units and the Project's landscaping will also use native, drought-tolerant, and regionally appropriate landscape materials. Outdoor lighting will also be appropriately designed and shielded to preserve the City's dark skies.

Relevant Environmental Planning and Conservation Goals and Policies

- **Goal E&C.2.** Achieve carbon neutrality for the Flagstaff community by 2030.
- **Goal E&C.5.** Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- **Policy E&C.6.8.** Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.

Relevant Energy Goals and Policies

- **Policy E.1.5.** Promote and encourage the expansion and use of energy-efficient modes of transportation:
  (1) Public transportation
  (2) Bicycles
  (3) Pedestrians
- **Policy E.1.13.** Promote and encourage the use of fuel-efficient vehicles that use renewable fuels.

[1] February 5, 2018 Staff Report for Public Hearing PZ-16-00239-02 [hereinafter "Staff Report"] at 5.

Open Space

This application includes a 1.80 acre tract [Tract A] set aside as open space to provide a buffer between adjacent residential projects and the proposed [primary] building. This open space preserves forest and slope resources for the project and will be open for use by the general public.[2]

Relevant Open Space Goals and Policies

- **Policy OS.1.3.** Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.
- **Policy OS.1.4.** Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- **Policy OS.1.5.** Integrate open space qualities into the built environment.

Water Resources

The Project respects the City's healthy watershed by implementing low-impact design strategies, including engineered treatment structures prior to discharging to public waterways. Beulah and University roadway runoff is intercepted by storm drain inlets along their respective alignments. The roadway runoff will maintain their existing conditions throughout this Project. The Project onsite runoff will be collected, stored in an underground storage system and discharged at a regulated outfall flow to match existing conditions. Where appropriate, additional low-impact development practices will be used to offset any increase in runoff due to the impervious improvements.

Relevant Open Space Goals and Policies

- **Policy WR.5.7.** Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.
- **Policy WR.6.4.** Encourage low-impact development strategies.

Community Character

The Project will positively contribute to the community character by incorporating Flagstaff's natural beauty into the built environment. And the redevelopment of this vacant site will positively contribute to the community's image. The Project also incorporates the City's design heritage in several ways, including its architectural design and materials palette—which is reminiscent of a rustic alpine village. For example, the Project's main building features a gabled roof form, which accents a largely simple geometry clad in wood siding, stone veneer, and stucco. Heavier materials (i.e., stone veneer) are placed towards the bottom of the main building's façade, whereas lighter materials with smaller textures (i.e., wood siding) are placed towards the top. This evokes some of the historical design traditions of the City. This use of wood and timber-inspired materials, in conjunction with the gabled roofs that echo traditional mill buildings, recognizes and honors Flagstaff's sawmill heritage.

[2] *Id.*

Milltown's regionally appropriate landscaping and parking design will also positively contribute to the area's community character. Parking is distributed throughout lot one and is largely wrapped with active uses and structures. This creates a defined street edge and masks cars from most primary views. Clear, well-defined pedestrian routes serve as connective tissue throughout the Property. In conjunction with human-scale lighting, these routes recognize pedestrian needs and make Milltown feel welcoming and safe. The preserved forest and slope resources on Tract A also contribute to this welcoming feeling—as well as tie the development to its surroundings using low-impact development principles and by maintaining native vegetation.

Milton Road is classified as a Great Street as well as a Gateway Corridor and is the main entrance to Flagstaff from the south. As stated by the Regional Plan "[d]riving on Milton Road from I-17 sends drivers towards a masterpiece of environmental beauty framed by hodgepodge development and a very busy arterial street."[3] The Site Plan shows how the Project's largest building is set back from Milton in order to preserve sightlines to the "masterpiece of environmental beauty" that is the San Franciso Mountains. There are no historic neighborhoods, existing single-family residential neighborhoods, or cultural resources deemed significant within the vicinity of this project.[4] In short, Milltown will enhance a major Gateway Corridor with a Flagstaff-centered design that highlights the City's natural beauty.

Relevant Community Character Goals and Policies

- **Policy CC.1.2.** Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.
- **Policy CC.1.4.** Identify, protect, and enhance gateways, gateway corridors, and gateway communities.
- **Goal CC.3.** Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.
- **Policy CC.4.4.** Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.
- **Policy CC.4.5.** Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.
- **Policy CC.4.6.** Use landscaping to benefit the environment and improve aesthetics, in order to maximize the economic benefit that a well landscaped community provides.

Growth Areas and Land Use

The preferred land use scenario used for the Regional Plan includes less single-family development and more mixed-use development in the name of sustainability. "Suburban development means more vehicle miles traveled, greater emissions, and greater water demand. More urban-type development results in fewer vehicle miles traveled, fewer emissions, and less water demand." The Plan promotes concentrated development in or near the city core and in Activity Centers.[5] The Property is located within overlapping Regional Suburban Activity Centers. The Project, like the Approved Plan, includes public spaces, parks, and plazas, with a mixture of residential and commercial uses, and is designed to incorporate

[3] Staff Report at 6.
[4] *Id.*
[5] *Id.*

alternative modes of transportation. The Mill[t]own project is considered an infill, redevelopment site. The project provides ample amenities for the public and the residents of the site.[6] These amenities include a soft-surface trail in the western portion of Milltown, strategically placed seating nodes, and park-like civic space, as well as a pool, sky lounge, and numerous areas to encourage congregation and interaction.

As was the case in 2018, this Activity Center is underutilized. Although the Project (like the Approved Plan) does not include substantial employment opportunities as preferred within an Activity Center, [it] adds the density, intensity, and mix of uses necessary to activate civic spaces and pedestrian environment.[7]

Because Milltown is situated in a Regional Suburban Activity Center, the Regional Plan contemplates relatively intensive "horizontal mixed-use . . . serving the surrounding neighborhoods." Although it contemplates uses that "typically tend to be auto-oriented," the Regional Plan also emphasizes the desirability of shared parking lots and "pedestrian paths through and around parking areas." As shown on the Site Plan submitted with this Application, Milltown is a horizontal mixed-use development that includes regional-scale commercial uses and mid-block connectivity through and around parking areas. Internally, this connectivity includes circulation between Milltown's disparate components, as well as a southern pedestrian connection originating at the signalized crosswalk on Beulah and leads to the Project's primary entrance along Milton. Externally, Lot 1 is bounded by FUTS trails to the west and north, and enhanced walkways to the north and east. And as thoroughly explained in the Milltown PDS, the Project will leverage a shared parking model to reduce car-dependency and, by extension, carbon emissions.

The Project's Site Plan also shows that Milltown's residential building is located behind the commercial uses along the Milton frontage. In combination with the provided amenities and nearly two acres of preserved open space, this creates a strong sense of place by layering activity, comfort, and discovery throughout the development site. The soft-surface trail, nearby underpass, and internal connectivity encourage multimodal access to and within Milltown. At the same time, the Project's seating nodes and generous civic spaces provide inviting points for friends to meet or passers-by to pause and soak in their surroundings. Together, these elements serve to transform what might otherwise be a transactional zone into a destination with a distinctive identity.

As shown on the Project's commercial elevations, the Milltown identity anchored by the Project's residential component is echoed by the commercial buildings along the Milton Road frontage. These buildings will complement the sawmill-inspired architecture of the residential component and use materials reminiscent of rustic-industrial alpine towns. The enhanced plantings of native and regionally suited plant material along the Milton Road frontage will further contribute to Milton's appearance as a "Great Street."

In short, Milltown will create a strong sense of place—exactly as envisioned by the Regional Plan policies specific to Activity Centers. Furthermore, as an infill redevelopment project that

[6] *Id.*
[7] *Id.*

facilitates added connectivity throughout the City, Milltown will energize this Activity Center and spur economic investment in the surrounding area.

Relevant Growth Areas and Land Use Goals and Policies

- **Policy LU.5.2.** Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- **Policy LU.5.3.** Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- **Policy LU.6.1.** Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- **Policy LU.6.3.** Encourage new mixed-use neighborhoods in appropriate locations within the growth boundary.
- **Policy LU.13.4.** Plan suburban development to include a variety of housing options.
- **Policy LU.13.6.** Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development.
- **Policy LU.18.2**. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- **Policy LU.18.3.** Redevelop underutilized properties, upgrade aging infrastructure, and enhance rights-of-way and public spaces so that existing activity centers and corridors can realize their full potential.
- **Policy LU.18.4.** Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- **Policy LU.18.6.** Support increased densities within activity centers and corridors.
- **Policy LU.18.10**. Corridors should increase their variety and intensity of uses as they approach activity centers.
- **Policy LU.18.12.** Corridors should focus commercial development to the corridor frontage and residential to the back.

Transportation

Mill[t]own, as part of the P3 Project, is designed to incorporate citywide transportation improvements for vehicles, pedestrians, bicycles, and transit that increase network connectivity for all modes. This project will result in an alternative north/south connection [Beulah] other than Milton Road, which is a heavily congested corridor. The realignment of University Avenue will increase safety for vehicles and alternative modes of transportation by eliminating a disjointed intersection. The developer's addition of a pedestrian underpass across Milton Road will enhance pedestrian and bicycle safety at an already heavily used intersection. The Project can be efficiently served by local transit with the hope that higher level transit improvements can be added to the transportation improvements. All of these features work in concert to provide new "complete streets" within the City of Flagstaff transportation network. Activity Centers are meant to be pedestrian and transit oriented and this project meets both of those criteria in terms of design and the associated improvements.[8]

Furthermore, Milltown is conceptualized as a transit-oriented development that applies "complete street" guidelines to accommodate all modes of travel. As shown on the Project's Circulation Plan, Milltown provides multimodal connectivity with walking and biking infrastructure along Milton Road, University Avenue, Beulah Boulevard, and throughout the site. This infrastructure is fully integrated into the existing and planned FUTS system, and—critically—connects with the Milton Road underpass provided by Applicants as part of the

[8] *Id.*

Milltown P3. Its connectivity is enhanced by the Project's proximity to transit (and complimentary EcoPass for residents), which will increase usage and decrease congestion, fuel consumption, and carbon emissions.

Critically, Milltown supports Flagstaff's goal of managing parking supply. As discussed, the P3 project increased transportation connectivity for all modes of transport—resulting in a reduction in parking needs. Additionally, Milltown leverages internal capture and disparate peak demand to minimize the inefficiencies of surface parking sprawl via a shared parking model.

Relevant Transportation Goals and Policies

- **Policy T.3.4.** Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.
- **Policy T.3.8.** Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.
- **Policy T.4.2.** Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.
- **Policy T.5.1.** Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.
- **Policy T.6.2.** Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.
- **Policy T.6.4.** Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.

Neighborhoods, Housing, and Urban Conservation

NAU students make up approximately 25% of the City's population. The student population's increasing demand for housing impacts the cost and availability of housing in the region, which results in a higher demand for multi-family housing.[9] The Project provides 669 beds within walking distance of NAU, which will naturally attract student tenants—decreasing their demand for multifamily housing located farther away from campus and increasing housing in other parts of the City for other community members. Additionally (and unlike the Approved Plan) the Project provides a balanced mix of multifamily housing types and helps fill the need for workforce housing. More specifically, almost 65% of the Project's dwelling units are one- or two-bedroom units, with sixty-five (65) one-bedroom apartments and one-hundred-five (105) two-bedroom apartments. As an infill development, the Project also make[s] use of an existing underutilized site as encouraged by the Regional Plan.[10]

Importantly, the residents of Milltown will live within one half mile of grocery stores, big-box retailers, restaurants, a post office, a place of worship, and medical services (dentist, urgent care). This ease of access meets the needs of Flagstaff residents from a financial and lifestyle perspective—and promotes sustainability in day-to-day life.

Relevant Neighborhoods, Housing, and Urban Conservation Goals and Policies

[9] Staff Report at 7.
[10] *Id.*

- **Policy NH.3.1.** Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- **Policy NH.6.1.** Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

Economic Development

The Mill[t]own development is a prime example of redevelopment of an underutilized property [located in the City's southern gateway on the Milton corridor] designed to accomplish regional transportation improvements within a designated Activity Center.[11]

Relevant Economic Development Goals and Policies

- **Policy ED.7.4.** Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.
- **Goal ED.9.** Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals.

Recreation

Development projects are encouraged to integrate active and passive recreation sites into their design. The Mill[t]own project provides several locations for both types of recreation. Private and public open spaces have been incorporated into the project boundaries. Ample civic space is provided to enhance the public and commercial component of this mix-use development.[12]

Relevant Recreation Goals and Policies

- **Policy Rec.1.1.** Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.
- **Policy Rec.1.2.** Promote public and private partnerships to offer parks, recreation facilities, and resources.

Policy Assessment

In addition to discussing the goals of the Regional Plan, the City also requests an assessment of some of the policies supported—and not supported—by approval of this Application. Applicants strive to meet the goals and policies of the Regional Plan, and the Project recognizes the importance of cooperation between public interest and private development. Though the Project meet most of the Regional Plan's goals and Policies, parts of the Regional Plan simply do not apply to the project—or the overall intent of the goal is met, but certain policy details cannot practicably be met. The following list provides a sample of some of the supported and unsupported policies (in addition to those listed above). Language quoted from the 2018 Staff Report is in blue.

Supported Policies

[11] *Id.*
[12] *Id.*

- The property is considered redevelopment, is within the Urban Growth Boundary, and can be efficiently and effectively provided with facilities and services by the City.
- The project will provide open space amenities and extensions of the FUTS in addition to a pedestrian underpass across Milton Road.
- Adding high density residential to an Activity Center where the character is currently commercial.[13]
- The project provides a balanced mix of multifamily housing.

Unsupported Policies

- The project does not include residential or office uses over the commercial buildings fronting the Milton Road corridor.
- The project does not include employment type uses within this Activity Center.[14]

Specific Plan Analysis

No specific plans apply to the Property because it does not fall within the geographic boundaries of any area plans. And the Project falls outside the scope of Flagstaff's only city-wide specific plan, the High Occupancy Housing ("HOH") Specific Plan because it only has ±21.3 du/ac and ±54.4 beds/ac—and the HOH Specific Plan defines HOH projects as having more than 30 du/ac or more than 75 beds/ac.

Even so, just like 2018, staff worked with the applicant[s] to integrate as many of the strategies as possible into the proposed development.[15] Like the Approved Plans, the current proposal also integrates recycling into the development for better waste management, and the site remains a preferred location for high occupancy housing projects.[16]

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.

The Project directly advances the City's long-range vision by concentrating housing and service in an already urbanized corridor. This adds to the public good by reducing sprawl, improving multimodal connectivity, and leveraging the infrastructure improvements provided by the Milltown P3.

Further, the Project's density and unit mix bolster Flagstaff's housing stock and provide a variety of multifamily housing options, while simultaneously respecting the Milton Gateway Corridor community. This promotes housing attainability. The Project's pedestrian-oriented streetscape also supports transit and active transportation. This reduces vehicle miles traveled and supports the City's climate action objectives, both of which directly benefit public health and welfare.

Additionally, the proposed version of Milltown improves upon the Approved Plan in several ways. The residential component now has 63% fewer three-or-more-bedroom units than the

[13] *Id.*
[14] *Id.*
[15] *Id.*
[16] *Id.*

Approved Plan and has approximately 24% fewer units overall. And the current proposal's maximum height is less than sixty feet, as opposed to the nearly one-hundred feet originally proposed. These difference make the Project more contextual with the surrounding neighborhood than the previously Approved Plan.

Finally, the Project is consistent and compatible with the surrounding zoning districts (HC and HR) and uses. More precisely, the Project integrates into the area's fabric by providing a mixed-use transition between the HC districts to the north, south, and east, and the HR district to the west. In short, not only will the Project *not* be detrimental, but it will also actively support the public interest, health, safety, convenience, and welfare of the City and its residents.

(3) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The Property's characteristics are perfectly suited for the Project, and the Project will experience no issues with public service or utility access. This is because the Project is *less dense* and *less intensive* than the Approved Plans—and the City previously found that the Approved Plans were appropriate for the Property.

Specifically, the City determined that: (1) nearby intersections would either continue operating "at acceptable service levels with the development in place," or that the "proposed development will have little impact;" (2) "the proposed development . . . has the ability to be served by City water and sewer, utilities;" and (3) that "the Mill[t]own site will meet the mitigation and water quality requirements." At bottom, because the Project is simply a right-sized version of the Approved Plans, it is necessarily suitable for the Property.

V. Conclusion

Applicants are committed to delivering a transformative project that meets Flagstaff's growing need for quality housing and vibrant commercial space. As described in greater detail in Applicants' Development Agreement Amendment Application, Applicants are also committed to delivering off-site affordable housing as part of this Project. The Project's focus on multimodal transportation will result in fewer cars on the road, and its provision of desirable retailers will benefit area residents. Furthermore, the Project offers a greater diversity of housing types in a less intense footprint than the Approved Plans. Toll and Vintage are confident that this Project will become a valuable asset to the Flagstaff community and respectfully request the City's favorable review and approval of this Application.



Mill Town
SWC of Milton and University

Direct to Zoning Ordinance Map Amendment

PZ-24-00162-03

Record of Proceedings

Submitted: September 18, 2025

1. INTRODUCTION

In accordance with Section 10-20.30.060.F of the Zoning Code, Toll Bros and Vintage Partners (collectively "Applicants") are submitting this Record of Proceedings related to the proposed development of the approximate 12.29 acres of property assigned Coconino County Assessor's APNs 103-21-024, -025, -026, and -027 (collectively, the "Property")

2. NEIGHBORHOOD MEETING

In accordance with Section 10-20.30.060.A the Applicant held one (1) neighborhood meeting on 8/19/2025 at 5:30 p.m.

Neighborhood Meeting Notification. On August 4, 2025 a notice of the neighborhood meeting was mailed by first class to properties within 900-feet. See **Tab A.**

Site Posting Notification. On August 4, 2025 the site was posted with a sign containing all information required by Flagstaff City Code. See **Tab B.**

First Neighborhood Meeting Summary The first neighborhood meeting was held 8/19/2025 at 5:30 p.m. The meeting was held via the Zoom virtual meeting platform. The meeting consisted of an overview of the meeting procedures and instructions for asking questions, a formal presentation, and concluded with questions & answers and comments. The Development Team provided a formal presentation, which included presentation of an aerial map, site plan, perspective renderings, building elevations, landscaping, and public civic space area, an overview of the applications and requests, conformance with the Regional Plan, as well as discussion regarding the project's response to the City's Climate Action & Adaptation Plan and the City's Housing Crisis.

1 member of the public registered for the meeting and 1member of the public attended the meeting. Two comments were received outside of the meeting. Both were responded to. See **Tab C** — First Virtual Neighborhood Meeting Attendee List.

TAB A

First Neighborhood Meeting Notification Letter
Mailing List
Neighborhood Meeting Certification

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
40 NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

LINDSAY C. SCHUBE
lschube@gblaw.com

WRITER'S DIRECT LINE
(602) 256-256-4471

August 4, 2025

Notice of Neighborhood Meeting

Dear Property Owner or Interested Party:

We represent Toll Bros and Vintage Partners (collectively "Applicants") regarding the approximate 13 acres located at the southwest corner of Milton Road and University Avenue ("Property"). The Property is zoned Highway Commercial—Resource Protection Overlay Zone (HR—RPO), which allows by-right residential and commercial uses. The City Council previously approved the Property for a mixed-use development comprised of residential and neighborhood serving commercial, restaurant, and/or personal services, which we are not changing. We are simply proposing an amendment to the stipulated Site Plan (application no. PZ-24-00162003). This application does not change the zoning, permitted uses, or development standards (e.g., building height, density, setbacks, etc.).

You are receiving this letter because Coconino County Assessor records show that you own property within 900 feet of the Property or are listed as a potentially interested party by the City of Flagstaff ("City"). The purpose of this letter is to inform you that we are holding a neighborhood meeting, as follows:

Date/Time: **August 19, 2025, at 5:30pm**

Location: **Online at the following address/QR Code:**

https://gblaw.zoom.us/webinar/register/9417539056985/WN_HtxTPla0SEmRkRIib4eKjQ

The City Planner assigned to this case is Mr. Wesley Welch—he can be reached at (928) 213-2608 or wesley.welch@flagstaffaz.gov. You may also contact the me at **(602) 246-4471** or **lschube@gblaw.com** with any questions about the neighborhood meeting or the Application. Thank you.

Sincerely,

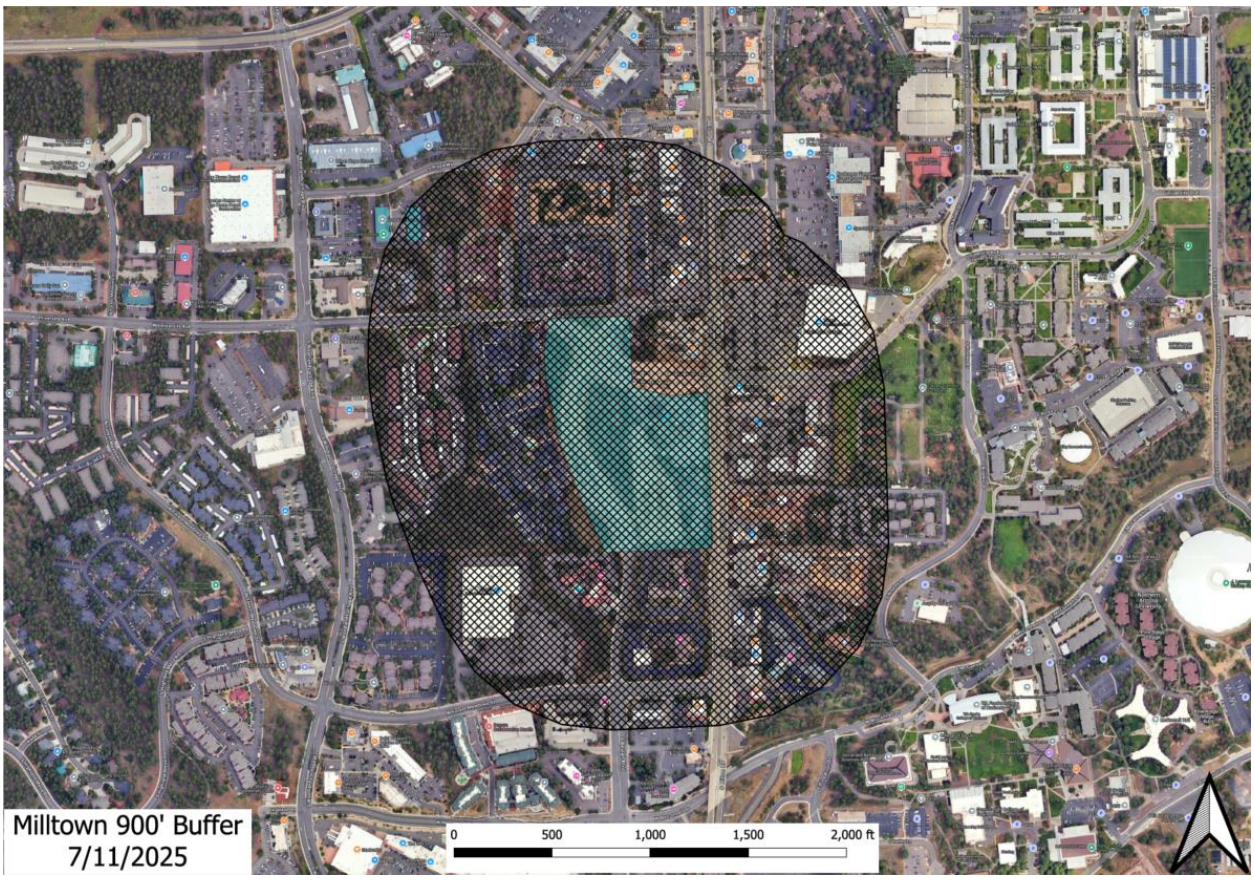
GAMMAGE & BURNHAM

By Lindsay C. Schube

LCS/SFK/nas

Mill Town

900 ft. Buffer Map



APN	Name	Street Address	City	State	Zip
10320069B	1503 YALE LLC	1503 S YALE ST NO 200	FLAGSTAFF	AZ	86001
10320058C	15222 KIERLAND LLC	4212 CRESTA AVE	SANTA BARBARA	CA	93110
10324009	2120 CAMELBACK LLC	2201 E SAN JUAN AVE	PHOENIX	AZ	85016
10332002B	360 FOREST MEADOWS LLC	4455 E CAMELBACK RD NO A-242	PHOENIX	AZ	85018
10320070	AEC PROPERTIES INC	4950 N WILDROSE TRL	FLAGSTAFF	AZ	86001
10325001D	ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSI1	PO BOX 4092	FLAGSTAFF	AZ	86011
10324005R	ARIZONA BOARD OF REGENTS FOR NORTHERN ARIZONA UNIVERSI1	PO BOX 4092	FLAGSTAFF	AZ	86011
11224013A	ARIZONA CENTRAL CREDIT UNION 28007	2020 N CENTRAL AVE NO 200	PHOENIX	AZ	85004
10322007A	ARIZONA DEPARTMENT OF TRANSPORTATION	205 S 17TH AVE NO 612E	PHOENIX	AZ	85007
10320008	BLEEKERS INVESTMENTS LLC	5400 E EMPIRE AVE	FLAGSTAFF	AZ	86004
10321005	BORDEN DANIEL & DIANE	8767 SUNSHINE AVE	FLAGSTAFF	AZ	86004
10320059C	BROOKSIDE LLC	10632 N SCOTTSDALE RD NO B466	SCOTTSDALE	AZ	85254
10324002G	BROWN CHERYL BENEFICIARY TRUST	PO BOX 14134	SCOTTSDALE	AZ	85267
10324005B	BROWN CHERYL BENEFICIARY TRUST	PO BOX 14134	SCOTTSDALE	AZ	85267
10321021B	BURGER KING CO LLC	PO BOX 460189	HOUSTON	TX	77056
10332007	CDC FLAGSTAFF LLC	N56W17000 RIDGEWOOD DR	MENOMONEE FALLS	WI	53051
11224011A	CHABAD OF FLAGSTAFF INC	2098 W TOBOGGAN CT	FLAGSTAFF	AZ	86001
10324005N	CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS CORPORATION	50 E NORTH TEMPLE ST 22ND FLOOR	SALT LAKE CITY	UT	84150
10320058D	COLE FAMILY PARTNERS LP	417 N WC RILES ST NO 2D	FLAGSTAFF	AZ	86001
10322005A	CONSOLIDATED INVESTMENT CO INC	PO BOX 9456	MINNEAPOLIS	MN	55440
10322002A	DIOCESE OF PHOENIX CATHOLIC CEMETERIES & MORTUARIES	2033 N 48TH ST	PHOENIX	AZ	85008
11224020	DOWELL THERESA & ALAN FAMILY TRUST DTD 02-11-05	906 W UNIVERSITY AVE NO B	FLAGSTAFF	AZ	86001
11224021	DOWELL THERESA & ALAN FAMILY TRUST DTD 02-11-05	906 W UNIVERSITY AVE NO B	FLAGSTAFF	AZ	86001
10321004	ELDEN PROPERTIES LLC	PO BOX 3374	FLAGSTAFF	AZ	86003
10321006	ELDEN PROPERTIES LLC	PO BOX 3374	FLAGSTAFF	AZ	86003
10320005	ELDEN PROPERTIES LLC	PO BOX 3374	FLAGSTAFF	AZ	86003
10320006	ELDEN PROPERTIES LLC	PO BOX 3374	FLAGSTAFF	AZ	86003
10320007	ELDEN PROPERTIES LLC	PO BOX 3374	FLAGSTAFF	AZ	86003
11228007	EMERITOL LO FLAGSTAFF LLC	6737 W WAHINGTON AVE NO 1310	MILWAUKEE	WI	53214
10319007A	ERNST TRUST ARIZONA LLC	PO BOX 802206	DALLAS	TX	75380
10322003C	FLAGSTAFF CITY OF	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
11228009A	FLAGSTAFF GROUP LLC	52 HANSENS RD	JELM	WY	82063
10320064B	FLAGSTAFF MEDICAL CENTER INC	PO BOX 1268	FLAGSTAFF	AZ	86002
10322007B	GILES FAMILY LLC				
10322004D	GREENTREE ASSOCIATES LTD	6266 LA SALLE AVE	OAKLAND	CA	94611
10332002A	HAN CORPORATION	350 W FOREST MEADOWS ST	FLAGSTAFF	AZ	86001

11224019	HAVEN FLAGSTAFF REAL ESTATE LLC	3 BAY DR	LAGUNA BEACH	CA	92651
10322004N	HERZBERG BARBARA BLOOME LIVING TRUST DTD 06-17-80	713 N PALM DR	BEVERLY HILLS	CA	90210
10324005M	ITTOIV LLLP	PO BOX 1701	COTTONWOOD	AZ	86326
10324005G	ITTOIV LLLP	PO BOX 1701	COTTONWOOD	AZ	86326
10324003	JACKSONS FOOD STORES INC	3450 E COMMERCIAL CT	MERIDIAN	ID	83642
10324004	JACKSONS FOOD STORES INC	3450 E COMMERCIAL CT	MERIDIAN	ID	83642
10320010	JAMB PROPERTIES OF NORTHERN ARIZONA LLC	3191 E COLD SPRINGS TRL	FLAGSTAFF	AZ	86004
10319001W	LNN ENTERPRISES INC	9 W CHERRY AVE NO A	FLAGSTAFF	AZ	86001
10321022C	LNN ENTERPRISES INC	9 W CHERRY AVE NO A	FLAGSTAFF	AZ	86001
10332005	LODGING DAKOTA B	222 S CORTEZ ST	PRESCOTT	AZ	86303
10320014B	MCDONALDS CORPORATION	3111 N CADEN CT NO 170	FLAGSTAFF	AZ	86004
10320014D	MCDONALDS CORPORATION	3111 N CADEN CT NO 170	FLAGSTAFF	AZ	86004
10324005P	MDL FLAGSTAFF OWNER LLC	461 PARK AVE S FLOOR 4	NEW YORK	NY	10016
10324002N	MDL FLAGSTAFF OWNER LLC	461 PARK AVE S FLOOR 4	NEW YORK	NY	10016
10321003	MGS UNIVERSITY LLC	7117 E RANCHO VISTA DR NO 6003	SCOTTSDALE	AZ	85251
11224010B	MICM PLAZA WAY APARTMENTS PROJECT LP	6400 EL DORADO CIR NO 300C	TUCSON	AZ	85715
11228008B	MOUNTAIN COUNTRY INVESTMENTS LLC	2076 S WOODLANDS VILLAGE BLVD NC	FLAGSTAFF	AZ	86001
11224015	MREG FLAGSTAFF LLC	60 COLUMBUS CIR 20TH FLOOR	NEW YORK	NY	10023
10320068A	PADRNOS FAMILY TRUST DTD 05-04-22	4140 N ZERMATT WAY	FLAGSTAFF	AZ	86004
10320009	PARRA-ATAYDE ADRIAN & LAURA	1845 W SHELLIE DR	FLAGSTAFF	AZ	86001
10320011	PARRA-ATAYDE ADRIAN & LAURA	1845 W SHELLIE DR	FLAGSTAFF	AZ	86001
10320013	PORTER MICHAEL	1776 N SCOTTSDALE RD NO 1931	SCOTTSDALE	AZ	85257
10332008A	SHIVAM FLAGSTAFF LLC	2350 E LUCKY LN	FLAGSTAFF	AZ	86004
10332001	SHREEJI FLAGSTAFF LLC	2005 S MILTON RD	FLAGSTAFF	AZ	86001
11224009	SIDLINGER BRUCE D	1650 S PLAZA WAY	FLAGSTAFF	AZ	86001
11224010A	SIDLINGER BRUCE D	1650 S PLAZA WAY	FLAGSTAFF	AZ	86001
10332006A	SO FREMONT STATION OWNER LLC	PO BOX 11277	CHICAGO	IL	60611
11224022	STARK REAL ESTATE HOLDINGS LLC	906 W UNIVERSITY AVE STE 100	FLAGSTAFF	AZ	86001
10320012	STUMP RONALD E & CHRISTAL A	7609 WHITEWOOD WAY	FLAGSTAFF	AZ	86004
10332003M	SWITZER RIDGE LLC	1024 N SAN FRANCISCO ST NO 103	FLAGSTAFF	AZ	86001
10332003J	SWITZER RIDGE LLC	1024 N SAN FRANCISCO ST NO 103	FLAGSTAFF	AZ	86001
10332003K	SWITZER RIDGE LLC	1024 N SAN FRANCISCO ST NO 103	FLAGSTAFF	AZ	86001
10332003L	SWITZER RIDGE LLC	1024 N SAN FRANCISCO ST NO 103	FLAGSTAFF	AZ	86001
11224012B	UNIVERSITY BUSINESS CENTER LLC	1016 W UNIVERSITY AVE NO 109	FLAGSTAFF	AZ	86001
10320059E	UNIVERSITY SQUARE APARTMENTS	PO BOX 3568	FLAGSTAFF	AZ	86003
10325001C	UNIVERSITY WEST LP	PO BOX 4697	LOGAN	UT	84323
10322004S	UNIVERSITY WEST LP	PO BOX 4697	LOGAN	UT	84323

10319003E	VALLEY NATIONAL BANK ARIZONA	PO BOX 8265	WICHITA FALLS	TX	76307
10321024	VP CINEMA LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
10321025	VP CINEMA LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
10321026	VP CINEMA LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
10321027	VP CINEMA LLC	2502 E CAMELBACK RD NO 214	PHOENIX	AZ	85016
11228005A	WCA FLAGSTAFF LLC	500 N MARKETPLACE DR NO 101	CENTERVILLE	UT	84014
10321021C	WESTSIDE PROPERTY LLC	43551 MISSION BLVD NO 111	FREMONT	CA	94539
10322008	WNDG LLC	7339 E MCDONALD DR	SCOTTSDALE	AZ	85250
11224016A	WOODLAND VILLAGE APARTMENTS	PO BOX 3568	FLAGSTAFF	AZ	86003
10320071	YALE PLAZA OWNERS ASSOCIATION	2050 S WOODLANDS VILLAGE BLVD NC	FLAGSTAFF	AZ	86001

Neighborhood Meeting Certification

I, Gammage & Burnham, PLC c/o Lindsay C. Schube, the authorized representative of Toll Brothers c/o Doug Smythe, do hereby attest that the neighborhood meeting for Project No. PZ-24-00162-03 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code and included the following:

- ☐ A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on 7/15/2025 and accepted by the City of Flagstaff on 7/15/2025.
- ☐ A list of property owners within 900 feet of the subject property boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.
- ☐ Notices of the neighborhood meeting were sent via first class mail on 8/4/2025 to all property owners within 900 feet of the subject property boundaries, to all tenants residing on the subject property, to all Homeowners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☐ A total of 1 neighborhood meeting notification sign(s) were installed on 8/4/2025 at the following location(s):
  - South of the SWC of University Dr and Milton Rd - Facing Milton.
  - _____
  - _____
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on ___/___/_____. (This Document, submitted on 9/18/2025)

N/A ☐ Copies of the Citizen Participation Report were sent via first class mail on ___/___/_____ to all persons who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant:

Lindsay Schube

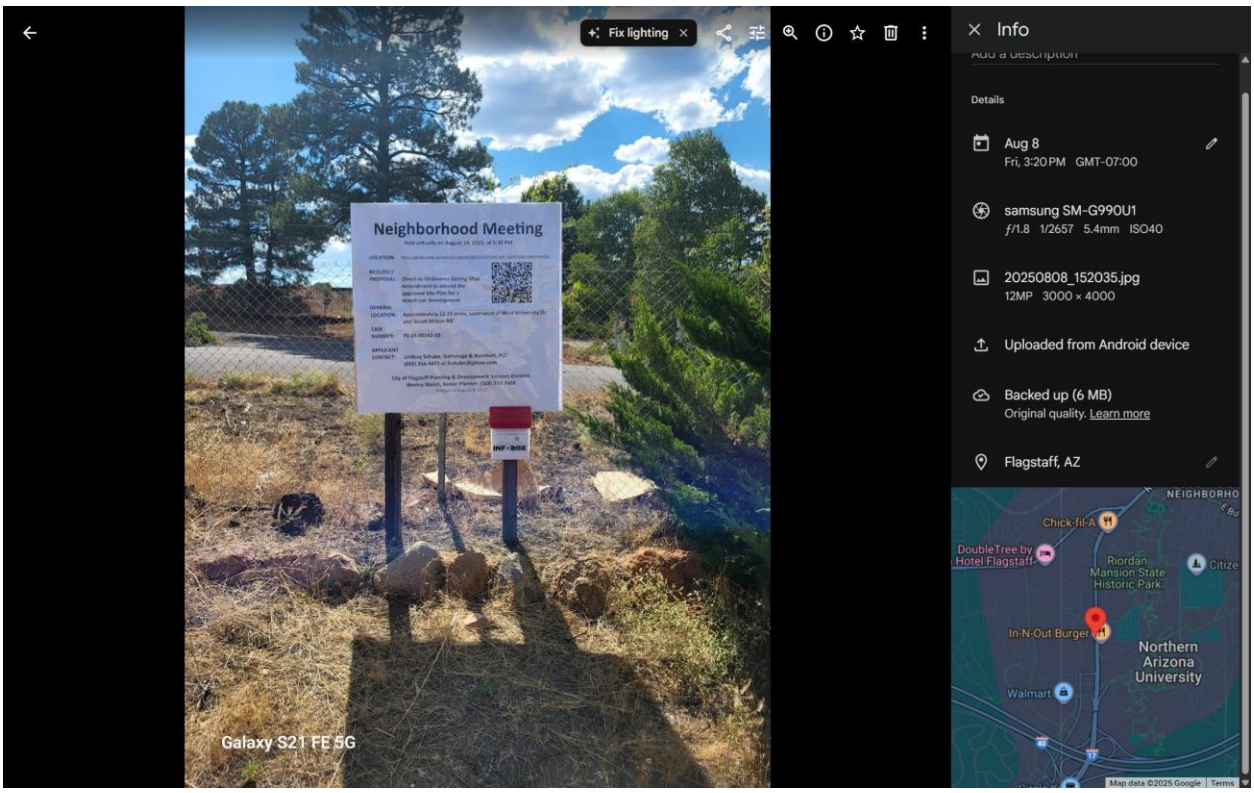
Signature:

LCSchube

TAB B

Neighborhood Meeting Notification Sign

Neighborhood Meeting Sign



TAB C

Neighborhood Meeting Summary
Neighborhood Meeting Attendee List
Public Correspondence

MILL TOWN—Summary of Neighborhood Meeting

Southwest corner of University Ave and Milton Rd
Case No.: PZ-24-00162

Neighborhood Meeting

Vintage Partners and the Development Team held a virtual neighborhood meeting on August 19, 2025. The format for the meeting included a formal presentation followed by questions, comments, and discussion. In general, the formal presentation included an overview of the: (1) applications; (2) site plan; (3) building elevations, architecture, and materials; (4) existing and proposed zoning; (5) Regional Plan land use designation; (6) open space and amenities; and (7) process.

Questions, Comments, and Discussion

There was only one member of the public in attendance and he joined after the presentation was completed. The team re-iterated major points from the presentation and the member of the public said he knew about most all of the project details already and had just joined late. He had no further questions about the project and the neighborhood meeting concluded at 5:58 p.m.

Virtual Meeting Attendee List

1. Donnie D.

Virtual Meeting Registration List

1. Celia Barotz

Public Correspondence

Communication	Date	Author	Type	Tone	Summary
Call	8/5/2025	Greg Hoff- Evans Property Company	Supportive		Wishes us luck and may write a letter of support for the hearing. Will not attend neighborhood meeting
Email	8/11/2025	Michele A. James, Executive Director Friends of Flagstaff's Future	Question		"Could you provide me with a description of the proposed amendment to the site plan?"

CivTech

September 18, 2025

Anna Picache, Sr. Development & Construction Manager
Toll Brothers
8767 East Via de Ventura, Suite 270
Scottsdale, Arizona 85224

Registered Professional Engineer (Civil)
CERTIFICATE NO.
35879
DAWN D.
CARTIER
Date Signed 9.18.25
ARIZONA, U.S.A.

RE: PARKING DEMAND STUDY FOR MILLTOWN
SWC OF MILTON ROAD AND UNIVERSITY AVENUE – FLAGSTAFF, ARIZONA

Dear Ms. Picache:

CivTech performed a parking demand study for Toll Brothers. The **Project** consists of approximately 265 dwelling units (DUs) or 669 beds (BRs) of multi-family residential dwelling units, with approximately 19,500 square feet (SF) of mixed commercial (restaurant/retail). The Project is proposed to be developed on an approximately 10-acre parcel generally located at the southwest corner of Milton Road and University Avenue in the City of Flagstaff. The Project is located just west of Northern Arizona University (NAU). The subject property served as the former Arizona Department of Transportation (ADOT) office. The Project's close proximity to NAU significantly reduces the need for vehicle use among residents who primarily walk, bike, and have access to both school, retail and jobs via the Mountain Line.

BACKGROUND AND PURPOSE

CivTech understands that Toll Brothers is preparing to develop the multi-family residential portion of the Project with 265 DUs/669 BRs. Before taking eligible reductions, the City's Parking Code requires a total of 482 spaces for the residents and 50 spaces for guests of a multi-family project of this size. The purpose of this statement is to review the minimum number of parking stalls needed to ensure an adequate supply of parking for both the residential and the commercial uses for a development located within the City's Core area.

The Milltown development is a true mixed-use environment within the Core area, with multi-family dwelling units, restaurant and grocery uses. Milltown, as part of its commitment to a multi-modal environment, constructed an underpass of Milton Road which allows unimpeded walking, bicycle, and scooter trips without the need to cross vehicular traffic. This commitment was made understanding the large number of multi modal (non-vehicular) trips that will originate or be destined to Milltown.

Parking in mixed-use environments can be shared between the uses to reduce the overall parking supply and provide greater environmental sustainability. The overall development will provide 502 parking spaces comprised of 334 parking spaces reserved for the residents of Milltown and 168 parking spaces on Lot 1 to be used by both residential guests and the commercial land use. Overall, a parking reduction of just over 25 percent is requested. The City Code allows a 15 percent reduction

for muti-model trips. This request is for an addition 9.9 percent overall due to the mixed-use nature of the project and the mix of commercial uses allowing for a shared parking reduction.

The Milltown development was approved under the 2016 City of Flagstaff Zoning Code. Parking rates used in this study are from the 2016 Zoning Code. In accordance with Section 10-50.80.060, Toll Brothers is requesting a parking reduction to the number of parking spaces. The reduction in parking positively contributes to the City's goal of reducing carbon emissions by encouraging multi-modal activity, including walking, bicycling, and transit. Milltown's planned on-site commercial services and the newly constructed pedestrian underpass only make adjacent restaurants, shopping, and service uses more accessible to planned residents and the community. Bicycle lockers within the multi-family residential component and ample bicycle parking is also distributed throughout the Property to further encourage multi-modal transportation.

The 2018 Flagstaff Trip Diary, a publication documenting the travel habits of the City, shows this property to be within the City's Core. Data provided for the Core, not exclusively the University area, shows that 53.8 percent of the trips made in the Core area do not use a vehicle. Thirty-three (33) percent of trips are vehicles with one occupant, 13.2 percent carpool, 9.6 percent are made by transit, 15.9 percent are made by bicycle and 28.3 percent are walking related trips.

Of those trips related to a university, 78.6 percent do not use a vehicle. 15.7 percent drive alone, 5.8 percent carpool, 9 percent arrive by transit, bicycling accounts for 37.3 percent of the trips while walking accounts for 32.3 percent of the trips. This data includes people traveling to a university beyond the limits of the Core area. The Trip Diary summary states the following:

- Residents who live in the core tend to walk and bike more than those who live in outlying areas. Their average trip distance was also much shorter.

- The share of walking trips made by Core area residents increased from 19% to 33%, 2006 to 2012 and declined a little to 28% in 2018. Other areas stayed the same or saw small declines from 2006 to 2018

The location of this project is within the Core area and has close proximity to the university. Furthermore, the project offers multi-modal transportation uses with adjacency to the Milton Road Underpass, transit stops, and the Flagstaff Urban Trail System (FUTS). The convenience of having access proximate to a variety of multi-modal options and adjacent to retail and residential uses further encourages pedestrian activity, biking and public transportation. This reduces the need for parking since it will not be needed for trip making.

PROPOSED DEVELOPMENT

The **Project** is proposed as a mixed-use development. The residential component will consist of 265 DUs ranging from efficiency "studio" through five bedrooms while the commercial component will consist of Lot 1 with approximately 19,500 square feet (SF) of mixed restaurant/grocery. The commercial use on Lot 2 will self-park and is not included in this evaluation. The breakdown of units by unit type and commercial by size is summarized in **Table 1**. The site plan is included in **Attachment A**.

Table 1 – Proposed Development by Unit Type

Residential - Unit Type	Number of Units DUs (BRs)
Efficiency "Studio"	65 (65)
2 Bedroom	105 (210)
4 Bedroom	81 (324)
5 Bedroom	14 (70)
Total	**265 (669)**
Commercial (Lot 1) - Type	**Size (SF)**
Grocery or Supermarket ≥ 5,000 gsf (Trader Joe's)	13,300
Fast Food with Drive Through	4,200
Coffee with Drive Through	2,000
Total	**19,500**

The parking provided for the project will be managed by using space numbers with designated assignments to residents. Residents with reserved parking will be charged a monthly fee for parking. Each resident paying for parking will receive a sticker to place on their windshield validating their right to park within the residential portion of the property. Towing will be enforced for any vehicle parked illegally in a stall or without a sticker or parking pass displayed. Please see the attachment related to Toll Brothers management of parking at other similar locations. The management of parking will allow the control of parking on-site and will discourage residents from bringing cars when they are not eligible for parking spaces. A sample of the Toll Brothers Parking Addendum is included in **Attachment B**.

[Remainder of Page Intentionally Blank]

CITY OF FLAGSTAFF PARKING REQUIREMENT

Parking requirements are included in *Division 10-50.80: Parking Standards, of the Flagstaff Zoning Code, 2016.* **Table 2** summarizes the required parking.

Table 2 – Required Parking Spaces per City of Flagstaff's 2016 Zoning Code

Type	Number of Units	Requirement per City Code	Required Vehicle Parking Spaces
Residential Portion of Development			
Efficiency "Studio"	65	1.25 space per unit	81.25
2 Bedroom	105	2.00 space per unit	210
4 Bedroom	81	2.00 space per unit	162
5 Bedroom	14	2.00 space per unit	28
Subtotal			**482**
Guest Spaces	200	0.25 per unit with 2 BRs or more.	50
Subtotal			**50**
Commercial (Lot 1) Portion of Development			
Grocery	13,300	1.0 space per 250 SF	53.2
Fast Food with Drive Through	4,200	1.0 space per 100 SF	42
Fast Food with Drive Through	10	1.0 space per employee	10
Coffee with Drive Through	2,000	1.0 space per 100 SF	20
Coffee with Drive Through	10	1.0 space per employee	10
Subtotal			**136**
		Total Required Parking Spaces	**668**

As summarized in **Table 2**, the required parking based on the City's 2016 Zoning Code is 668 total parking spaces. 502 parking spaces are proposed on-site for the overall development resulting in a deficit of 166 parking spaces, with 148 less residential spaces and 18 less guest/commercial spaces than required. This is an overall reduction for the Milltown development of 24.9 percent.

LOCATION OF PARKING FOR EACH LAND USE

There are two components to the parking for this project. The resident parking will be managed through lease agreements with tenants. Parking for tenants will be adjacent to the apartment building. The second area for parking is within the Lot 1 commercial parking field. This project will park the residential guest parking in the Lot 1 commercial parking field. Please see **Exhibit 1** for parking locations.

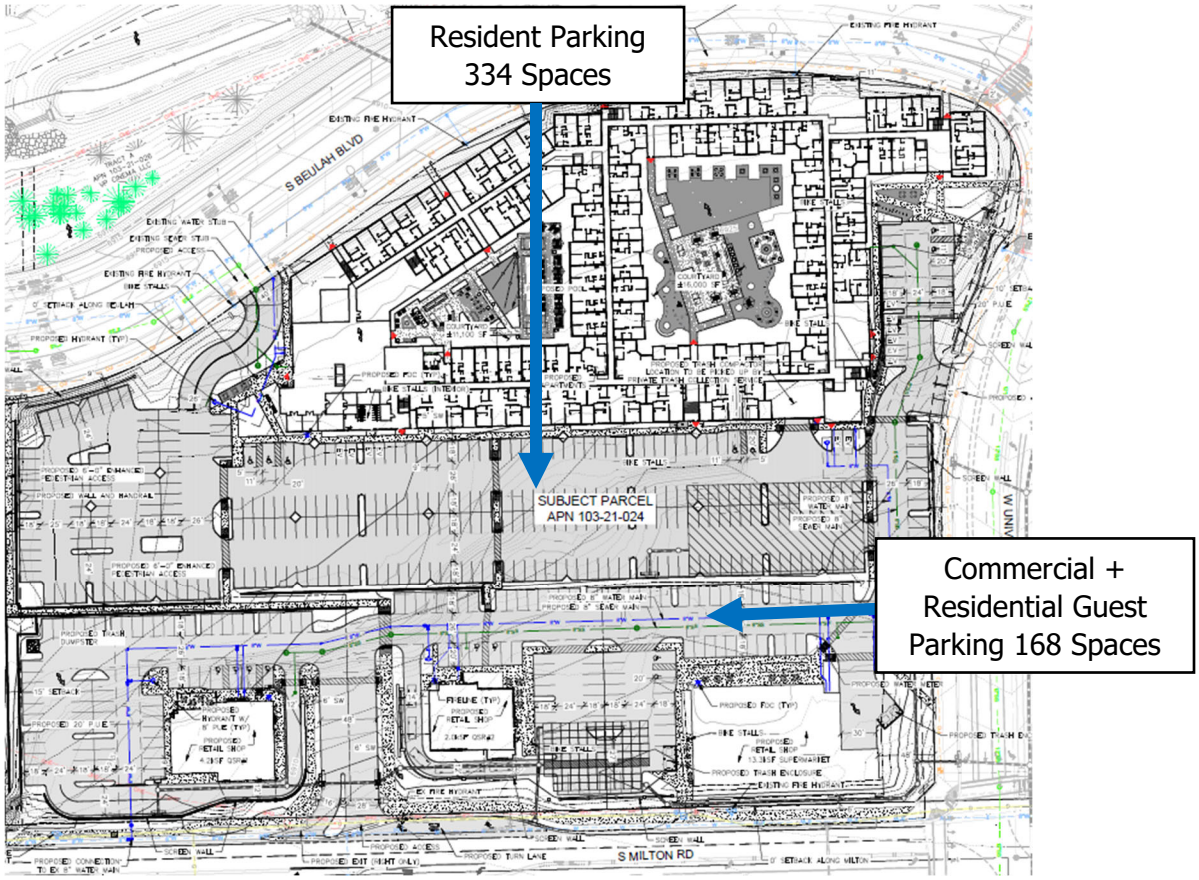


Exhibit 1 – Milltown Parking Field Location by Land Use

REDUCTION TO PARKING REQUIREMENT

Section 10-50.80.060 Parking Adjustments of the Zoning Code authorizes parking reductions based on transit, bicycle parking, shared on-site parking, and/or a parking demand study. These reductions were considered.

TRANSIT

A reduction of up to 10% is allowed from proximity to transit per Section 10-50.80.060.A.1 of the 2016 Code.

> "General to all zones. A parking reduction of up to 10 percent may be approved by the Director for any use within one-quarter mile of a bus stop."

The walking distance from the project to bus stops on both sides of Milton Road will be less than 1,200 feet; therefore, a 10% reduction in parking for Transit is proposed. The transit reduction was applied to the shared parking model as part of the drive ratio adjustment which is discussed in greater detail following. It was also applied to a comparative calculation to show the additional reduction requested for the residents of Milltown.

BICYCLE PARKING REDUCTION

A reduction of up to 5% is allowed based on the number of bicycle spaces provided. More specifically, this reduction is 1 fewer vehicle parking spaces for every 4 bicycle spaces up to 5% of the total spaces. The site plan includes bike storage outside each commercial pad in three locations, outside the residential building in four locations, as well as an internal bike storage room with 64 bikes.

The Project proposes an overall 24.9 percent reduction to the required number of parking spaces for the Milltown development. A 30.6 percent reduction is requested for the resident parking which will be managed as stated earlier and a 9.7 percent reduction is requested for the Lot 1 guest/commercial parking. The bicycle parking reduction was applied to the shared parking model as part of the drive ratio adjustment which is discussed in greater detail following. It was also applied to a comparative calculation to show the additional reduction requested for the residents of Milltown.

PARKING DEMAND STUDY

The City's code allows for parking adjustments based on factors like the feasibility of alternative transportation options, proximity to public transit, and the overall parking demand in the area.

While the city code does not mention a specific percentage for parking reductions related to shared parking or demand studies, it states that a comprehensive parking demand study can provide data to support your request for reduced parking requirements based on actual usage patterns in the area.

A parking demand study was implemented for the commercial parking area which will include the residential guest parking. The methodology presented in the Urban Land Institute Shared Parking Model, Third Edition, was applied. This edition includes updated parking ratios, a significantly expanded number of land uses, and adjustments to account for modern trends like ride-sharing and autonomous vehicles.

PARKING DEMAND METHODOLOGY

For projects with a variety of land uses, the parking demand for each land use would peak at different hours. As a result, the actual number of spaces needed in a given hour is less than cumulative parking demand. *Shared Parking* by the Urban Land Institute [ULI] states, "Shared parking is defined as a parking space that can be used to serve two or more individual land uses without conflict or encroachment. The opportunity to implement shared parking is the result of two conditions:

- Variations in the peak accumulation of parked vehicles as the result of different activity patterns of adjacent or nearby land uses (by hour, by day, by season)

- Relationships among land use activities that result in people's attraction to two or more land uses on a single auto trip to a given area or development"

The methodology and allowable reductions using ULI's shared parking model methodology is described below.

NON-CAPTIVE ADJUSTMENT

The determination of parking requirements for a mixed-use development should also consider the utilization of uses within the project by the same patron. For example, a patron of the grocery store also visits the coffee shop. The non-captive ratio is another name for internal capture. To consider this, The National Cooperative Highway Research Program (NCHRP) has documented a methodology for calculating internal capture. This occurrence is known as non-captive demand. **Table 3** summarizes the non-captive adjustments for each land use.

The Lot 1 Commercial trip generation utilized for the non-captive adjustment calculation are included in **Attachment C**. The non-captive adjustment calculation is summarized in **Attachment D**. To maintain a conservative approach to the shared parking model, Non-Captive Adjustments were capped at 10 percent.

DRIVE RATIO ADJUSTMENT

The determination of parking requirements for a mixed-use development should also consider the likelihood that a patron will drive themselves versus using a non-driving mode of transportation. Examples of non-driving modes of transportation include public transit, walking, biking, taxi, and transportation network companies (TNCs) such as Lyft/Uber. To consider this, parking required for each use is prorated by assigning a percentage indicating the overlap from patrons that will actually drive themselves to the mixed-use project. This occurrence is modeled as a driving ratio adjustment. **Table 3** summarizes the driving ratio adjustment for each land use.

To maintain a conservative approach to the shared parking model, the Drive Ratio Adjustment was capped at 15% which is the transit and bicycle reduction allowed by code. It is highly likely that patrons will also arrive by Uber and Lyft, which have not been considered in the shared parking model.

MONTHLY ADJUSTMENT

Monthly Reductions are used to normalize patrons' activities levels during certain times of the year based on seasonal trends. No monthly adjustment factor was taken for this shared parking model.

Table 3 summarizes the adjustments for each use within the shared parking model. Non-Captive is synonymous with Internal Capture. This factor was capped at 10% even though the NCHRP calculations suggest a value of up to 40%. Drive Ratio is synonymous with Multi-Modal and TNC. This factor was capped at 15% even though the Metroplan Trip Diary suggests a value closer to 30% for multi-model use and TNC's such as Uber and Lyft continue to increase daily rides.

Table 3 – Summary of Shared Parking Model Adjustments

Category	Non-Captive	Drive Ratio	Monthly Adjustment
Residential Guest	0%	0%	0%
Grocery	10%	15%	0%
Fast Food with Drive Through Patrons	10%	15%	0%
Fast Food with Drive Through Employees	0%	15%	0%
Coffee Shop with Drive Through Patrons	10%	15%	0%
Coffee Shop with Drive Through Employees	0%	15%	0%

TIME OF DAY REDUCTION

Time-of-day (TOD) percentages describe the anticipated parking occupancy at a given time based on the land use characteristics. ULI publishes TOD hourly percentages for a variety of land uses based on their field observations. This data is supplemented by TOD rates found in *ITE Parking Generation Manual 5th Edition,* whenever a specific land use TOD table was not presented within ULI. It is understood that different land uses experience their peak parking demand at different times. The TOD reduction is calculated by subtracting the actual parking demand of a land use during the peak hour from the maximum occupancy. **Table 4** shows the TOD reductions of each land use for the highest peak hour demand.

Table 4 – Commercial & Residential Guest Shared Parking Summary

Unit Type	Parking Location	Quantity	Unit	Reductions		Peak Parking Demand at 12:00 PM
				Non-Cap	Drive Ratio	
Trader Joe's						
Grocery Store		13,300	SF	10%	15%	39.9
Fast Food with DT						
Fast-Casual Restaurant		4,200	SF	10%	15%	31.5
Fast-Casual Restaurant		10	Employees	0%	15%	8.5
Coffee with DT						
Fast-Casual Restaurant		2,000	SF	10%	15%	15.0
Fast-Casual Restaurant		10	Employees	0%	15%	8.5
Student Apartments - Guest Parking						
Guest Parking		200	Units	0%	0%	30.6
Total Peak Shared Demand						**134**
(1)Recommended Peak Parking Supply						**141**
Total Parking Provided						**168**

(1) Includes a 5% circulation factor.

The application of non-captive, drive-ratio and time-of-day rates results in a total reduction of approximately 52 stalls, resulting in a total parking demand during the peak time of 134 stalls. 168 parking spaces are proposed on-site for the guest/commercial parking, resulting in a surplus of 34 parking spaces. Less stalls are required at all other times of the day, which shows that as other uses reach their peak parking demand, there are excess spaces available to accommodate the need.

The complete shared parking analysis sheets are provided in **Attachment E**.

Table 5 – Required Parking Spaces per City of Flagstaff's 2016 Zoning Code with Requested Reduction

Type	Number of Units	Requirement per City Code	Required Vehicle Parking Spaces without Reduction	Required Vehicle Spaces with Multi-Modal Reduction	Required Spaces With MM(3) & Shared Parking Reduction
Residential Portion of Development(1)					
Efficiency "Studio"	65	1.25 space per unit	81.3	69.1	56.1
2 Bedroom	105	2.00 space per unit	210	178.5	145.1
4 Bedroom	81	2.00 space per unit	162	137.7	111.9
5 Bedroom	14	2.00 space per unit	28	23.8	19.3
Subtotal			**482**	**409.1**	**333**
Commercial Portion of Development(2)					
Residential Guest	200	0.25 per unit with 2 BRs or more.	50	50	30.6
Grocery	13,300	1.0 space per 250 SF	53.2	45.22	39.9
Fast Food with Drive Through	4,200	1.0 space per 100 SF	42	35.7	31.5
Fast Food with Drive Through	10	1.0 space per employee	10	10	8.5
Coffee with Drive Through	2,000	1.0 space per 100 SF	20	17	15
Coffee with Drive Through	10	1.0 space per employee	10	10	8.5
Subtotal			**185.2**	**167.9**	**134**
Total Required Parking Spaces			**668**	**577**	**467**

(1) Requesting a 30.7% reduction in resident managed parking
(2) Reductions per shared parking demand model per 10-50.80.060 Parking Adjustments Paragraph B1. Values extracted from peak period noted as 12:00 PM Weekend, the highest of all requirements reported in the table.
(3) MM = multi-modal

As summarized in **Table 5**, the required parking based on the City's 2016 Zoning Code and a 30.7% reduction in the resident parking suggests a parking demand of 333 total parking spaces. 502 parking spaces are proposed on-site resulting in an overall parking reduction request of 24.9 percent. Just under10 percentage points greater than allowed by the City's transit and bicycle reductions, which do not account for the reduction in spaces benefitted by a mixed-use development.

SUMMARY OF PARKING REDUCTION REQUEST

Parking for the Milltown Mixed-Use development is provided in two distinct locations, one secured parking area for residents and one shared parking area for commercial employees, patrons, and residential guests. Parking was prepared using the 2016 zoning ordinance which allows a 15 percent reduction in parking for transit use and bicycle parking. An additional 9.9 percentage point reduction in parking supply is requested due to the decrease in parking need to support mixed- use environments and the managed parking that will be maintained as part of the Milltown residential development. The mix of uses shown for Milltown suggests that up to 40 percent of the trips between the uses will be captured internally further supporting the fact that mixed-use developments require less parking than their stand along counterparts. A summary of the requested parking reductions is provided in **Table 6**.

Table 6 – Parking Reduction Summary

	Code Required	With 15% Multi-Modal Reduction	Proposed with Shared Parking	Additional Reduction for Mixed Use
Resident Parking	482	409.70	334	-75.7
Guest Parking	50	42.50	168(1)	(+9.9)
Commercial Parking	136	115.6		
Total	**668**	**567.8**	**502**	**-65.8**

(1) 168 parking spaces are provided, only 134 are required to meet the shared parking demand.
(2) No reduction beyond city's typical allowance required.

Overall Parking Reduction	**15.0%**	**9.9%**

OFFSITE PARKING

A need for excess parking is not anticipated given the multi-modal and mixed use nature of the Milltown development. However, in the case that the parking reduction does not supply enough parking to meet the needs of the mixed-use development, offsite parking could be secured to provide additional parking. With 482 spaces required for the residents, and a 15% percent reduction which is typical for this type of development, 410 parking spaces would be required. The development shows 334 spaces available for residents, which would be a deficit of 76 spaces. There are 34 excess spaces available for use by the residents as part of the commercial and guest parking, 168 parking spaces are provided and only 134 are required. This leaves a total of 42 spaces that are not accommodated in the existing parking provided at Milltown. Milltown is in discussions and working agreements with surrounding area locations to accommodate the 42 offsite parking spaces potentially needed in the case that additional parking is required at the Milltown development, although this condition is not anticipated.

Milltown has had discussions with both Northern Arizona University and Flagstaff Pulliam Airport in regard to potential for offsite parking for the development. With NAU, it has been determined that there is capacity of up to 10 vehicles to park when additional parking is required from the Milltown development. The Milltown development is still having conversations with NAU, anticipating more

offsite parking will be available for the development at NAU. The Milltown development is in works with the Flagstaff Pulliam Airport but have not officially secured spaces.

Though not expected to be required, with agreements from both NAU and the Flagstaff Airport, it is expected that the 42 space parking deficit could be resolved between the two locations. If any offsite parking is required, it would be limited to the 42 spaces in consideration of the parking reductions from City of Flagstaff standards.

As stated throughout the study, the City of Flagstaff typically allows for up to a 15% reduction from code appointed parking rates. As displayed in **Table 6**, the code required parking with a 15% reduction is 410 residential parking spaces. In consideration of the City of Flagstaff's standard of the 15% parking reduction, it would be expected that there would need to be offsite availability of which 34 spaces may be accommodated in the adjoining commercial Lot 1. It is recommended that the offsite parking offered should be between 42-76 spaces and that parking from the commercial 'component' lot be utilized prior to requiring parking at other offsite locations.

CONCLUSIONS

From the above, the following can be concluded:

- The proposed Milltown mixed-use development is comprised of 265 units of multi-family residential and approximately 19,500 square feet (SF) of mixed commercial (restaurant/retail). A benefit of mixed-use development is the reduction in total parking demand.

- Per the site plan, the overall development will have 334 parking spaces reserved exclusively for the multi-family residential and 168 parking spaces to be used by both guests and the commercial part of the development, for a total of 501 parking spaces.

- The required parking based on the City's 2016 Zoning Code is 668 total parking spaces. The Milltown mixed-use development shows a total of 502 proposed parking spaces for the overall development resulting in a deficit of 166 parking spaces.

- The Project proposes a reduction of 24.9 percent in the required number of parking spaces.

- A reduction for residential parking of 15%, as allowed by Code for the multi-modal nature of the property, and an additional 9.9% based on the parking demand reduction that comes with Toll Brother's managed parking process. A total of 334 parking spaces will be provided and managed as part of the lease agreement with the tenants.

- The application of non-captive, drive-ratio and time-of-day rates results in a total reduction of approximately 52 stalls, resulting in a total parking demand during the peak time of 134 stalls. 168 parking spaces are proposed on-site for the guest/commercial parking, resulting in a surplus of 34 parking spaces. Less stalls are required at all other times of the day, which shows that as other uses reach their peak parking demand, there are excess spaces available to accommodate the need.

- Milltown is in discussions with surrounding area locations to determine if 42 offsite parking spaces could be available in the case that an overflow of parking is experience at the Milltown development, although this condition is not anticipated.

    - If considering City's 15% parking reduction, it would be expected that there would need to be offsite availability for up to 76 vehicles.

    - Parking available in the commercial component of Lot 1 should be utilized prior to requiring parking at other offsite locations.

Thank you for allowing CivTech to assist you on this project. Please contact me with any questions you may have about this Traffic Statement.

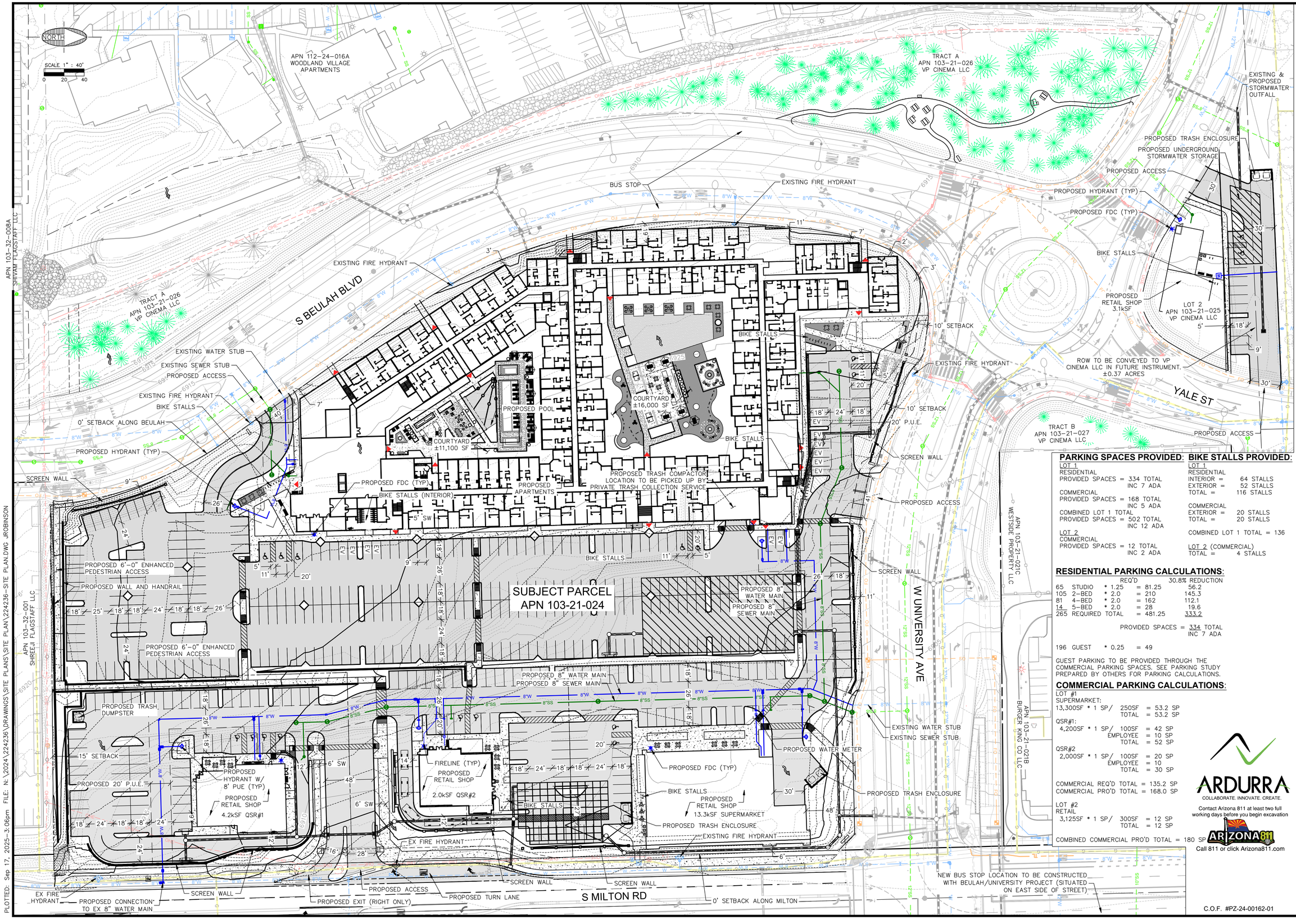
Sincerely,



CivTech
Dawn D Cartier, P.E., PTOE
President/Senior Traffic Engineer

Attachments (5)

A. Site Plan
B. Parking Management Agreement
C. Trip Generation for Lot 1 Commercial & Residential
D. NCHRP Internal Capture, Non-Captive Calculations
E. ULI Shared Parking Model



PARKING SPACES PROVIDED:

LOT 1
RESIDENTIAL
PROVIDED SPACES = 334 TOTAL
INC 7 ADA
COMMERCIAL
PROVIDED SPACES = 168 TOTAL
INC 5 ADA
COMBINED LOT 1 TOTAL
PROVIDED SPACES = 502 TOTAL
INC 12 ADA

LOT 2
COMMERCIAL
PROVIDED SPACES = 12 TOTAL
INC 2 ADA

BIKE STALLS PROVIDED:

LOT 1
RESIDENTIAL
INTERIOR = 64 STALLS
EXTERIOR = 52 STALLS
TOTAL = 116 STALLS

COMMERCIAL
EXTERIOR = 20 STALLS
TOTAL = 20 STALLS

COMBINED LOT 1 TOTAL = 136

LOT 2 (COMMERCIAL)
TOTAL = 4 STALLS

RESIDENTIAL PARKING CALCULATIONS:

		REQ'D	30.8% REDUCTION
65	STUDIO * 1.25	= 81.25	56.2
105	2-BED * 2.0	= 210	145.3
81	4-BED * 2.0	= 162	112.1
14	5-BED * 2.0	= 28	19.6
265	REQUIRED TOTAL	= 481.25	333.2

PROVIDED SPACES = 334 TOTAL
INC 7 ADA

196 GUEST * 0.25 = 49

GUEST PARKING TO BE PROVIDED THROUGH THE COMMERCIAL PARKING SPACES. SEE PARKING STUDY PREPARED BY OTHERS FOR PARKING CALCULATIONS.

COMMERCIAL PARKING CALCULATIONS:

LOT #1
SUPERMARKET:
13,300SF * 1 SP/ 250SF = 53.2 SP
TOTAL = 53.2 SP

QSR#1:
4,200SF * 1 SP/ 100SF = 42 SP
EMPLOYEE = 10 SP
TOTAL = 52 SP

QSR#2
2,000SF * 1 SP/ 100SF = 20 SP
EMPLOYEE = 10
TOTAL = 30 SP

COMMERCIAL REQ'D TOTAL = 135.2 SP
COMMERCIAL PRO'D TOTAL = 168.0 SP

LOT #2
RETAIL
3,125SF * 1 SP/ 300SF = 12 SP
TOTAL = 12 SP

COMBINED COMMERCIAL PRO'D TOTAL = 180 SP

C.O.F. #PZ-24-00162-01

NO.	DATE	BY	REVISION

Toll Brothers
APARTMENT LIVING

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

MILLTOWN MIXED USE
SITE PLAN
FLAGSTAFF
COCONINO

ARDURRA
COLLABORATE. INNOVATE. CREATE.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

JOB NO.:	DESIGN BY:	DRAWN BY:	CHECKED:	DATE:
224236	JJR	ELK	GEC	SEPTEMBER 2025

DWG. SP03
SHEET 3 OF 7

PLOTTED: Sep 17, 2025 - 3:06pm FILE: N:\2024\224236\DRAWINGS\SITE PLANS\SITE PLAN\224236-SITE PLAN.DWG JROBINSON

Indiana Apartment Association™

RESIDENT PARKING ADDENDUM

Becomes part of Lease Contract

NAA NATIONAL APARTMENT ASSOCIATION — We Lead the Way Home

Date: January 23, 2025
(when this Addendum is filled out)

1. DWELLING DESCRIPTION.
1924 Victory March Way 142

(street address), 142-A *(unit no. if applicable)* in South Bend *(city)*, Indiana, 46637 *(zip code).*

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: January 23, 2025
Owner's name: UND Property Owner LLC

Residents *(list all residents)*:
Model Bed B

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

The term of this Parking Addendum is as follows:
Begins on August 16th, 2024, and ending on July 31st, 2025.

RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.

4. If you are provided with a parking tag or sticker it must be properly installed and displayed.

5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.

6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned spaces at our sole discretion with advance notice.

7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.

8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.

9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING:
Resident agrees to pay a onetime fee of $ _____ per vehicle on or before the _____ day of _____, _____. An alternative resident agrees to pay $ _____ monthly per vehicle due on or before the 1st day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay $ 25.00 NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: 000
Phone Number: _____
Parking Space: Surface

Vehicle 2
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

SAMPLE FORM NOT A VALID

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13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

SAMPLE
NOT A VALID FORM

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Methodology Overview

This form facilitates trip generation estimation using data within the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 11th Edition and methodology described within ITE's Trip Generation Handbook, 3rd Edition. These references will be referred to as Manual and Handbook, respectively. The Manual contains data collected by various transportation professionals for a wide range of different land uses, with each land use category represented by a land use code (LUC). Average rates and equations have been established that correlate the relationship between an independent variable that describes the development size and generated trips for each categorized LUC in various settings and time periods. The Handbook indicates an established methodology for how to use data contained within the Manual when to use the fitted curve instead of the average rate and when to adjustments to the volume of trips are appropriate and how to do so. The methodology steps are represented visually in boxes in Figure 3.1. This worksheet applies calculations for each box if applicable.

Box 1 - Define Study Site Land Use Type & Site Characteristics

The analyst is to pick an appropriate LUC(s) based on the subject's zoning/land use(s)/future land use(s). The size of the land use(s) is described in reference to an independent variable(s) specific to (each) the land use (example: 1,000 square feet of building area is relatively common).

Land Use Types and Size

Proposed Use	Amount	Units	ITE LUC	ITE Land Use Name
LR-Stdnt Apmt Adj Campus	265	Bedrooms	225	Off-Campus Student Apartment (Low-Rise) Adjacent to Campus
Grocery Store/Supermarket	13.300	1,000 square feet	850	Supermarket
Fast Food w Drive-Thru	4.200	1,000 square feet	934	Fast Food Restaurant with Drive Through Window
Donut Shop w Drive-Thru	2.000	1,000 square feet	937	Coffee/ Donut Shop with Drive Through Window

Box 2 - Define Site Context

Context assessment is to "simply determine whether the study sites is in a multimodal setting" and "could have persons accessing the site by walking, bicycling, or riding transit." This assessment is used in Box 4. The Manual separates data into 4 setting categories - Rural, General Urban/Suburban, Dense Multi-Urban Use and Center City Core. This worksheet uses the following abbreviations, respectively: R, G, D, and C. The Manual does not have data for all settings of all land use codes. See the table on the next page titled "Site Context and Time Periods" - if this table is not provided, the "General Urban/Suburban" setting is used by default.

Box 3 - Define Analysis Objectives Types of Trips & Time Period

This tool will focus on vehicular trips for a 24-hour period on a typical weekday as well as its AM peak hour and PM peak hour. Other time period(s) may be of interest.

Site Context and Time Periods - Actual Setting, Setting Data Available for LUC, Setting Used in Analyses

Proposed Use	Setting	ADT		AM Peak Hour		PM Peak Hour		(not used)	
		Available	Used	Available	Used	Available	Used	Available	Used
LR-Stdnt Apmt Adj Campus	General Urban/Suburban G	G D	G	G D	G	G D	G		
Grocery Store/Supermarket	General Urban/Suburban G	G D	G	G D C	G	G D C	G		
Fast Food w Drive-Thru	General Urban/Suburban G	G D	G	G	G	G D	G		
Donut Shop w Drive-Thru	General Urban/Suburban G	G	G	G D	G	G D	G		

If the desired setting is not available within the *Manual,* adjustments may be made in Boxes 6 through 8.

Box 4 - Is Study Site Multimodal?

Per the Handbook, "if the objective is to establish a local trip generation rate for a particular land use or study site, the simplified approach (Box 9) may be acceptable but the Box 5 through 8 approach is required if the study site is located in an infill setting, contains a mix of uses on-site, or is near significant transit service."

Box 5/Box 9 - Estimate Baseline Trips/Estimate Vehicular Trips (Determine Equation)

Vehicle trips are estimated using rates/equations applicable to each LUC. When the appropriate graph has a fitted curve, the Handbook has a process (Figure 4.2) to determine when to use it versus using the weighted average rate or collecting local data. The methodology requires for engineering judgement in some circumstances and permits engineering judgement to override or make adjustments when appropriate to best project (example 1: study site is expected to operate differently than data in the applicable land use code - such as restaurant that is closed in the morning or in the evening; example 2: LUC data in a localized area fails to be represented by the typically selected fitted curve/weighted average rate - a small shop/LUC 820, AM peak hour is skewed by the high y-intercept).

Equation Type: Equation Used [Equated Rate] (Type Abbreviations: Weighted Average Rate ("WA"), Fitted Curve ("FC"), or Custom ("C"))

Proposed Use	ADT	AM Peak Hour	PM Peak Hour	(not used)
LR-Stdnt Apmt Adj Campus	FC: LN(T)=0.75*LN(X)+2.87 [4.37]	WA: T=X*0.12 [0.12]	WA: T=X*0.24 [0.24]	
Grocery Store/Supermarket	FC: T=83.39*X+539.33 [123.94]	WA: T=X*2.86 [2.86]	FC: LN(T)=0.81*LN(X)+2.92 [11.34]	
Fast Food w Drive-Thru	WA: T=X*467.48 [467.48]	WA: T=X*44.61 [44.61]	WA: T=X*33.03 [33.03]	
Donut Shop w Drive-Thru	WA: T=X*533.57 [533.57]	WA: T=X*85.88 [85.88]	WA: T=X*38.99 [38.99]	

Box 5/Box 9 - Estimate Baseline Trips/Estimate Vehicular Trips (Apply Equations and in/out Distributions)

Baseline Vehicular Trips

Proposed Use	ADT				AM Peak Hour				PM Peak Hour				(not used)			
	% In	In	Out	Total	% In	In	Out	Total	% In	In	Out	Total	% In	In	Out	Total
LR-Stdnt Apmt Adj Campus	50%	579	579	1,158	38%	12	20	32	50%	32	32	64				
Grocery Store/Supermarket	50%	824	824	1,648	59%	22	16	38	50%	76	75	151				
Fast Food w Drive-Thru	50%	982	982	1,964	51%	95	92	187	52%	72	67	139				
Donut Shop w Drive-Thru	50%	534	534	1,068	51%	88	84	172	50%	39	39	78				
Totals		**2,919**	**2,919**	**5,838**		**217**	**212**	**429**		**219**	**213**	**432**				

If vehicle trip reductions are not applied for internal capture and alternative mode, vehicle trips may be separtated into vehicle trip subsets (pass-by trips, diverted trips, truck trips, new passenger vehicle trips) as part of Box 10. If vehicle trip reductions are to be applied, continue to Box 6.

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Milltown	**Organization:**	**CivTech Inc.**
Project Location:		**Performed By:**	
Scenario Description:		**Date:**	
Analysis Year:		**Checked By:**	
Analysis Period:	**AM Street Peak Hour**	**Date:**	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)		Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity Units	Total	Entering	Exiting
Office					
Retail			38	22	16
Restaurant			369	183	186
Cinema/Entertainment					
Residential			32	12	20
Hotel					
All Other Land Uses[2]					
			439	217	222

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail			2			
Restaurant		2			1	
Cinema/Entertainment						
Residential			4			
Hotel						

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	439	217	222
Internal Capture Percentage	4%	4%	4%
External Vehicle-Trips[5]	421	208	213
External Transit-Trips[6]			
External Non-Motorized Trips[6]			

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	9%	13%
Restaurant	3%	2%
Cinema/Entertainment	N/A	N/A
Residential	8%	20%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

[4]Enter vehicle occupancy assumed in Table 1-A vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made to Tables 5-A, 9-A (O and D). Enter transit, non-motorized percentages that will result with proposed mixed-use project complete.

[5]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A.

[6]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Milltown	**Organization:**	**CivTech Inc.**
Project Location:		**Performed By:**	
Scenario Description:		**Date:**	
Analysis Year:		**Checked By:**	
Analysis Period:	**PM Street Peak Hour**	**Date:**	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)		Estimated Vehicle-Trips[3]		
	ITE LUCs[1]	Quantity Units	Total	Entering	Exiting
Office					
Retail			151	76	75
Restaurant			217	111	106
Cinema/Entertainment					
Residential			64	32	32
Hotel					
All Other Land Uses[2]					
			432	219	213

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.[4]	% Transit	% Non-Motorized	Veh. Occ.[4]	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail			22		15	
Restaurant		38			5	
Cinema/Entertainment						
Residential		8	7			
Hotel						

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	432	219	213
Internal Capture Percentage	44%	43%	45%
External Vehicle-Trips[5]	242	124	118
External Transit-Trips[6]			
External Non-Motorized Trips[6]			

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	61%	49%
Restaurant	26%	41%
Cinema/Entertainment	N/A	N/A
Residential	63%	47%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

[3]Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

[4]Enter vehicle occupancy assumed in Table 1-P vehicle

[5]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.

[6]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

Land Use and Shared Parking Summary

Unit Type	Parking Location	Quantity	Unit	Requirement Per City Code		Reductions [2]		Totals after Reductions	Peak Parking Demand at Hours Beginning
				Code	Amount	TNC & IC	Alternate Mode		
Commerical									
Trader Joe's									
Grocery Store		13,300.000	SF	1.0 sp/250 SF	53.20	20%	10%	37.24	0.00
Fast Food with DT [2]									
Fast-Casual Restaurant		4,200.000	SF	1.0 sp/100 SF	42.00	20%	10%	29.40	0.00
		10.000	employees	1.0 sp/1 emp	10.00	-	-	10.00	
Coffee with DT [2]									
Fast-Casual Restaurant		2,000.000	SF	1.0 sp/100 SF	20.00	20%	10%	14.00	0.00
		10.000	employees	1.0 sp/1 emp	10.00	-	-	10.00	
Retail Shopping									
Retail Shopping		3,125.000	SF	1.0 sp/300 SF	10.42	20%	10%	7.29	0.00
Residential									
Efficiency "Studio"		66.000	Units	1.25 sp/unit	82.50	18%	10%	59.40	0.00
2 Bedroom		98.000	Units	2.0 sp/unit	196.00	18%	10%	141.12	0.00
4 Bedroom		84.000	Units	2.0 sp/unit	168.00	18%	10%	120.96	0.00
5 Bedroom		14.000	Units	2.0 sp/unit	28.00	18%	10%	20.16	0.00
Guest [3]		196.000	Units	0.25 sp/unit	49.00	-	-	49.00	0.00
Total Shared Demand					**670**			**499**	**0**
[1]Recommended Parking Supply									**0**

* Where TNC =Transportation Network Company ; IC = Internal Capture

(1) Inlcudes a 5% circulation factor.

(2) TNC, Internal Capture & Alternate Mode were not applied to employee parking or guest parking.

(3) Parking calculations apply to residential units with 2+ bedrooms

CIVIL SITE PLAN
FOR
MILLTOWN MIXED USE
1801 S MILTON RD
FLAGSTAFF, ARIZONA

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

PROJECT INFORMATION

SITE ADDRESS: 1801 S MILTON RD
FLAGSTAFF, AZ 86001

PARCEL	APN	CURRENT ZONING	PROPOSED ZONING	ACREAGE
LOT 1	103-21-024	HIGHWAY COMMERCIAL	HIGHWAY COMMERCIAL	±10.07 AC
LOT 2*	103-21-025	HIGHWAY COMMERCIAL	HIGHWAY COMMERCIAL	±0.26 AC
TRACT A	103-21-026	HIGHWAY COMMERCIAL	HIGHWAY COMMERCIAL	±1.81 AC
TRACT B	103-21-027	HIGHWAY COMMERCIAL	HIGHWAY COMMERCIAL	±0.15 AC
			TOTAL	±12.29 AC

*AN ADDITIONAL 0.37 ACRES OF CITY ROW IS TO BE CONVEYED TO LOT 2 AS PART OF THE DEVELOPMENT AGREEMENT THROUGH A FUTURE SURVEY INSTRUMENT.

TOTAL SITE ACREAGE AFTER FUTURE ROW IS CONVEYED TO LOT 2 = 12.66 AC

CIVIL ENGINEER:
ARDURRA GROUP, INC.
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
CONTACT: GUILLERMO CORTES
(928) 773-0354

ARCHITECT:
KTGY
17911 VON KARMAN AVE #200
IRVINE, CA 92614
CONTACT: KENNY CHO
(949) 221-6293

DEVELOPER:
TOLL BROTHERS
1800 M STREET NW SUITE 950 N
WASHINGTON DC, 20036
CONTACT: DOUG SMYTHE
(301) 329-0452

PROPERTY OWNER:
VP CINEMA, LLC
2502 E CAMELBACK RD #214
PHOENIX, AZ 85016

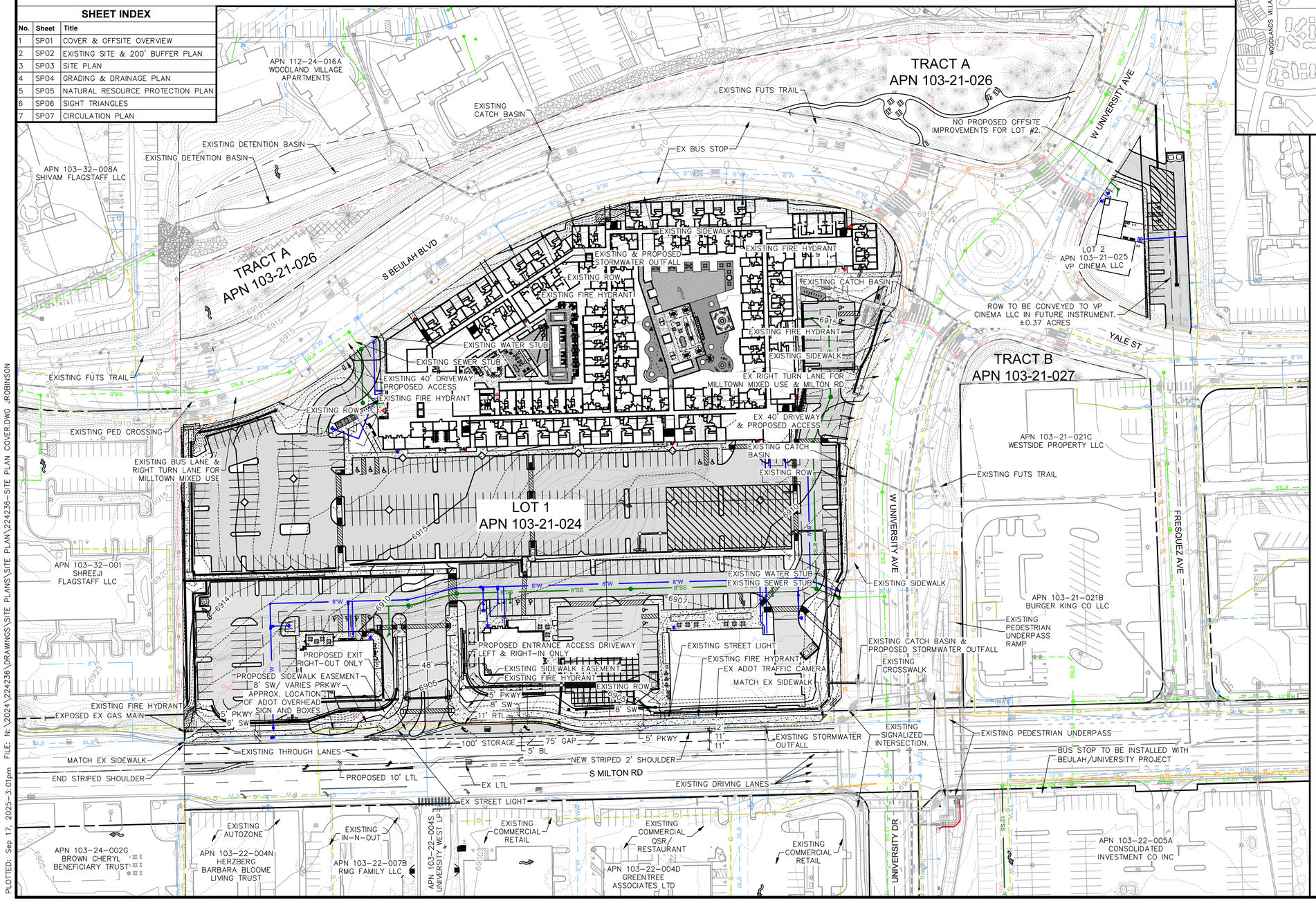
LEGEND

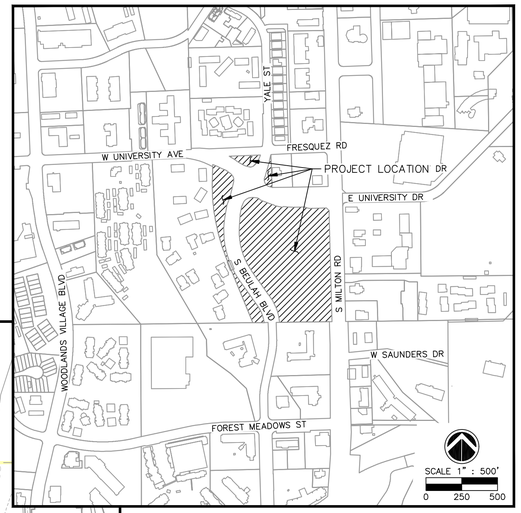
FIRE HYDRANT
GATE VALVE
SEWER MANHOLE
STORM DRAIN MANHOLE
CATCH BASIN
UTILITY POLE
DRAINAGE ARROW

ROW
LOT LINE
PROPERTY LINE
SETBACK
GRAVITY SEWER LINE
PUBLIC WATER LINE
EX. GAS
EX. OVERHEAD ELEC
EX. WATER LINE
EX. SEWER LINE
STORM DRAIN PIPE

SHEET INDEX

No.	Sheet	Title
1	SP01	COVER & OFFSITE OVERVIEW
2	SP02	EXISTING SITE & 200' BUFFER PLAN
3	SP03	SITE PLAN
4	SP04	GRADING & DRAINAGE PLAN
5	SP05	NATURAL RESOURCE PROTECTION PLAN
6	SP06	SIGHT TRIANGLES
7	SP07	CIRCULATION PLAN





VICINITY MAP

CONCEPTUAL IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA: 195,791 SF
POST-DEVELOPMENT IMPERVIOUS AREA: 359,170 SF
NET IMPERVIOUS AREA: 163,379 SF
LID STORAGE VOLUME REQUIRED (ROCV): 13,615 CF
STORMWATER BASIN VOLUMES: 52,640 CF

NOTE: EXISTING BUILDINGS HAVE BEEN DEMOED AND THEIR PADS ARE CURRENTLY BEING USED AS CONSTRUCTION STAGING AREAS, AND ARE CONSIDERED EXISTING IMPERVIOUS AREA FOR THIS SITE.

FLOOD ZONE CLASSIFICATION:

THE SUBJECT SITE LIES WITHIN ZONE 'X' – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. (PER FEMA FLOOD INSURANCE RATE MAP NUMBER 04005C6816G, EFFECTIVE DATE SEPTEMBER 3, 2010).

CIVIC SPACE:

REQUIRED:
5% OF BUILDING AREA
RESIDENTIAL – 89,500 SF x 0.05 = 4,475 SF
COMMERCIAL – 22,625 SF x 0.05 = 1,131 SF
SEE SHEET SP07 FOR PROVIDED CIVIC SPACE AREAS & QUANTITIES

RESOURCE PRESERVATION:

THE SUBJECT SITE IS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. REFER TO THE RESOURCE PRESERVATION PLAN PROVIDED IN THIS CONCEPT PLAN.

DWELLING UNITS

265 UNITS (669 BEDS)
STUDIO – 65 DU, 65 BED
2 BED/2 BA – 105 DU, 210 BED
4 BED/4 BA – 81 DU, 324 BED
5 BED/5 BA – 14 DU, 70 BED

DENSITY – 265/12.29 = 21.56 DU/AC = 54.4 BED/AC

PARKING CALCULATIONS ARE PROVIDED ON SHEET SP03.

F.A.R.:

LOT 1
NET RESIDENTIAL BUILDING FLOOR AREA 276,380 SF
GROSS RESIDENTIAL BUILDING FLOOR AREA 351,011 SF
COMMERCIAL BUILDING FLOOR AREA 2,000 SF
4,200 SF
13,300 SF
PROPOSED GROSS F.A.R. 0.84

LOT 2
COMMERCIAL BUILDING FLOOR AREA 3,125 SF
PROPOSED GROSS F.A.R. 0.28

BUILDING STATS

PROPOSED NUMBER OF FLOORS: 4
PROPOSED HEIGHT OF BUILDING: 58'-9"
MAX BUILDING HEIGHT ZONING HC: 60'-0"

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C.O.F. #PZ-24-00162-01

NO.	DATE	BY	REVISION

Toll Brothers APARTMENT LIVING

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

MILLTOWN MIXED USE
COVER & OFFSITE OVERVIEW
FLAGSTAFF
COCONINO

JOB NO.: 224236
DESIGN BY: JJR
DRAWN BY: ELK
CHECKED: GEC
DATE: SEPTEMBER 2025

DWG. SP01
SHEET 1 OF 7

PLOTTED: Sep 17, 2025 - 3:01pm FILE: N:\2024\224236\DRAWINGS\SITE PLANS\SITE PLAN\224236-SITE PLAN COVER.DWG JROBINSON

TRACT A
APN 103-21-026

APN 112-24-016A
WOODLAND VILLAGE APARTMENTS

APN 103-32-008A
SHIVAM FLAGSTAFF LLC

EXISTING DETENTION BASIN

EX 16' DRAINAGE EASEMENT PER ITEM NO 3861259

EX 107' ROW

EXISTING STORMWATER OUTFALL

L=351.31, R=498.00
Δ=40°25'08"

12' P.U.E. PER ITEM NO 3861259

N 4°54'08" E 72.81'

L=44.25, R=857.50
Δ=2°57'25"

L=11.91, R=98.00
Δ=6°57'54"

L=25.61, R=298.00
Δ=4°55'24"

L=42.44, R=61.00
Δ=39°51'34"

W UNIVERSITY AVE

LOT 2
APN 103-21-025

L=45.87, R=81.00
Δ=32°26'42"

L=4.05, R=118.00
Δ=1°57'56"

L=22.63, R=5012.00
Δ=0°15'31"

L=15.40, R=22.72
Δ=38°49'43"

L=24.28, R=52.00
Δ=26°45'11"

S 70°26'26" E 31.67'

YALE ST

TRACT B
APN 103-21-027

APN 103-21-021C
WESTSIDE PROPERTY LLC

EX 10' P.U.E. PER ITEM NO 3861259

EX 10' P.U.E. PER ITEM NO 3861259

10' P.U.E. PER ITEM NO 3861259

12' P.U.E. PER ITEM NO 3861259

10' P.U.E. PER ITEM NO 3861259

S BEULAH BLVD

N 35°31'00" W 216.60'

S 70°04'18" E 14.03'

L=39.81, R=488.50
Δ=4°40'09"

S 31°17'01" E 7.18'

EXISTING WATER STUB

EXISTING SEWER STUB

EX 8" WATER MAIN

EX 8" SEWER MAIN

10' P.U.E. PER ITEM NO 3861259

EX UTILITY POLE TO BE REMOVED

EX FENCE TO BE REMOVED

12' P.U.E. PER ITEM NO 3861259

EX OVERHEAD ELECTRIC TO BE REMOVED

L=57.68, R=493.50
Δ=6°41'47"

N 53°11'05" E 7.18'

L=189.00, R=352.00
Δ=30°45'51"

EXISTING ASPHALT TO BE REMOVED

EX ELECTRIC FACILITIES TO BE REMOVED

EXISTING ASPHALT TO BE REMOVED

12' P.U.E. PER ITEM NO 3861259

LOT 1
APN 103-21-024

L=71.21, R=488.50
Δ=8°21'07"

EX GAS LINE TO BE REMOVED

N 88°38'19" E 69.24'

L=18.74, R=38.25
Δ=28°04'21"

L=27.07, R=55.25
Δ=28°04'21"

N 88°38'19" E 116.43'

EX 12" WATER MAIN

EX 12" SEWER MAIN

EXISTING WATER STUB

EXISTING SEWER STUB

FRESQUEZ AVE

APN 103-21-021B
BURGER KING CO LLC

APN 103-32-001
SHREEJI
FLAGSTAFF LLC

26' P.U.E. PER ITEM NO 3861259

12' P.U.E. PER ITEM NO 3861259

PREVIOUS ADOT BUILDINGS REMOVED DURING CONSTRUCTION OF BEULAH & UNIVERSITY PROJECT (ALREADY DEMO'D)

EXISTING ASPHALT TO BE REMOVED

26' P.U.E. PER ITEM NO 3861259

20' P.U.E. PER ITEM NO 3861259

EX UTILITIES TO BE REMOVED

S 89°26'36" W 363.36'

S 1°28'21" E 780.81'

S 45°16'07" E 22.69'

EX CURB & GUTTER TO BE REMOVED

EXISTING STORMWATER OUTFALL

EX SIDEWALK EASEMENT PER ITEM NO 3861259

S MILTON RD

BUS STOP TO BE INSTALLED WITH BEULAH/UNIVERSITY PROJECT

APN 103-24-002G
BROWN CHERYL BENEFICIARY TRUST

APN 103-22-004N
HERZBERG BARBARA BLOOME LIVING TRUST

APN 103-22-007B
RMG FAMILY LLC

APN 103-22-004S
UNIVERSITY WEST LP

APN 103-22-004D
GREENTREE ASSOCIATES LTD

UNIVERSITY DR

APN 103-22-005A
CONSOLIDATED INVESTMENT CO INC

NORTH

SCALE 1" : 60'
0 30 60

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NO.	DATE	BY	REVISION

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APARTMENT LIVING

PRELIMINARY

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MILLTOWN MIXED USE

EXISTING SITE & 200' BUFFER PLAN

FLAGSTAFF

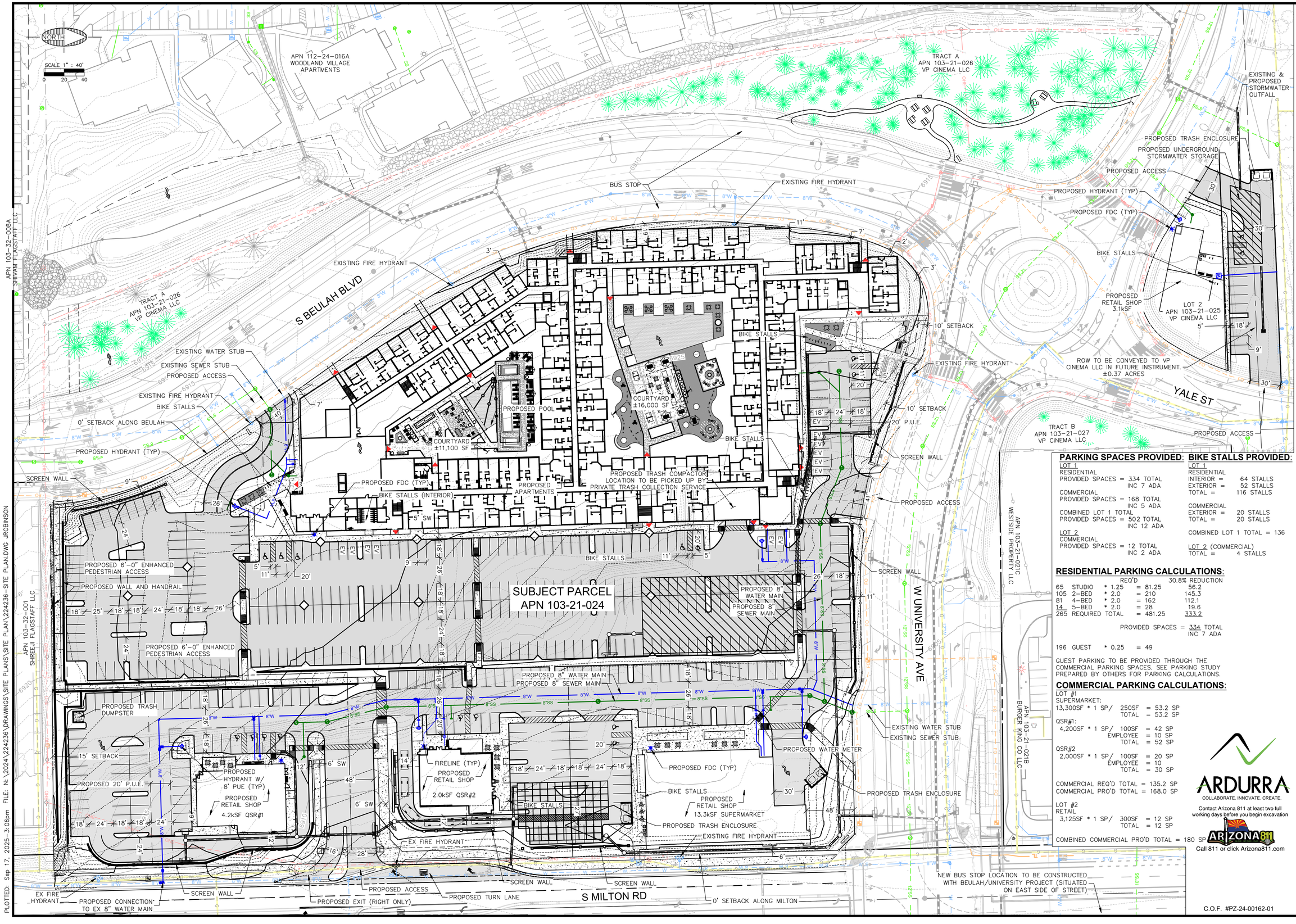
COCONINO

JOB NO.:	224236
DESIGN BY:	JJR
DRAWN BY:	ELK
CHECKED:	GEC
DATE:	SEPTEMBER 2025

DWG. SP02

SHEET 2 OF 7

PLOTTED: Sep 17, 2025 - 3:05pm FILE: N:\2024\224236\DRAWINGS\SITE PLANS\SITE PLAN\224236-SITE PLAN COVER.DWG JROBINSON



PARKING SPACES PROVIDED:

LOT 1
RESIDENTIAL
PROVIDED SPACES = 334 TOTAL
INC 7 ADA
COMMERCIAL
PROVIDED SPACES = 168 TOTAL
INC 5 ADA
COMBINED LOT 1 TOTAL
PROVIDED SPACES = 502 TOTAL
INC 12 ADA

LOT 2
COMMERCIAL
PROVIDED SPACES = 12 TOTAL
INC 2 ADA

BIKE STALLS PROVIDED:

LOT 1
RESIDENTIAL
INTERIOR = 64 STALLS
EXTERIOR = 52 STALLS
TOTAL = 116 STALLS

COMMERCIAL
EXTERIOR = 20 STALLS
TOTAL = 20 STALLS

COMBINED LOT 1 TOTAL = 136

LOT 2 (COMMERCIAL)
TOTAL = 4 STALLS

RESIDENTIAL PARKING CALCULATIONS:

		REQ'D	30.8% REDUCTION
65	STUDIO * 1.25	= 81.25	56.2
105	2-BED * 2.0	= 210	145.3
81	4-BED * 2.0	= 162	112.1
14	5-BED * 2.0	= 28	19.6
265	REQUIRED TOTAL	= 481.25	333.2

PROVIDED SPACES = 334 TOTAL
INC 7 ADA

196 GUEST * 0.25 = 49

GUEST PARKING TO BE PROVIDED THROUGH THE COMMERCIAL PARKING SPACES. SEE PARKING STUDY PREPARED BY OTHERS FOR PARKING CALCULATIONS.

COMMERCIAL PARKING CALCULATIONS:

LOT #1
SUPERMARKET:
13,300SF * 1 SP/ 250SF = 53.2 SP
TOTAL = 53.2 SP

QSR#1:
4,200SF * 1 SP/ 100SF = 42 SP
EMPLOYEE = 10 SP
TOTAL = 52 SP

QSR#2
2,000SF * 1 SP/ 100SF = 20 SP
EMPLOYEE = 10
TOTAL = 30 SP

COMMERCIAL REQ'D TOTAL = 135.2 SP
COMMERCIAL PRO'D TOTAL = 168.0 SP

LOT #2
RETAIL
3,125SF * 1 SP/ 300SF = 12 SP
TOTAL = 12 SP

COMBINED COMMERCIAL PRO'D TOTAL = 180 SP

C.O.F. #PZ-24-00162-01

NO.	DATE	BY	REVISION

Toll Brothers
APARTMENT LIVING

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MILLTOWN MIXED USE
SITE PLAN
FLAGSTAFF
COCONINO

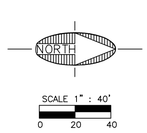
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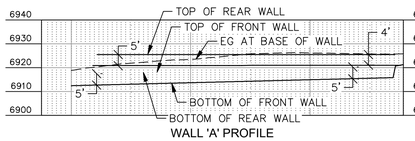
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ARIZONA811
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JOB NO.:	DESIGN BY:	DRAWN BY:	CHECKED:	DATE:
224236	JJR	ELK	GEC	SEPTEMBER 2025

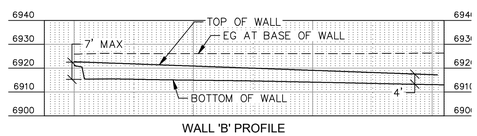
DWG. SP03
SHEET 3 OF 7

PLOTTED: Sep 17, 2025 - 3:06pm FILE: N:\2024\224236\DRAWINGS\SITE PLANS\SITE PLAN\224236-SITE PLAN.DWG JROBINSON

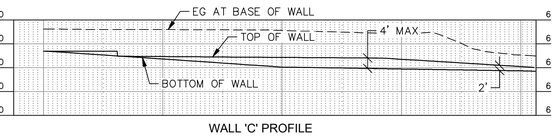




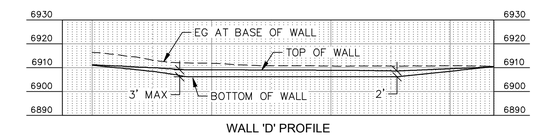
WALL 'A' PROFILE



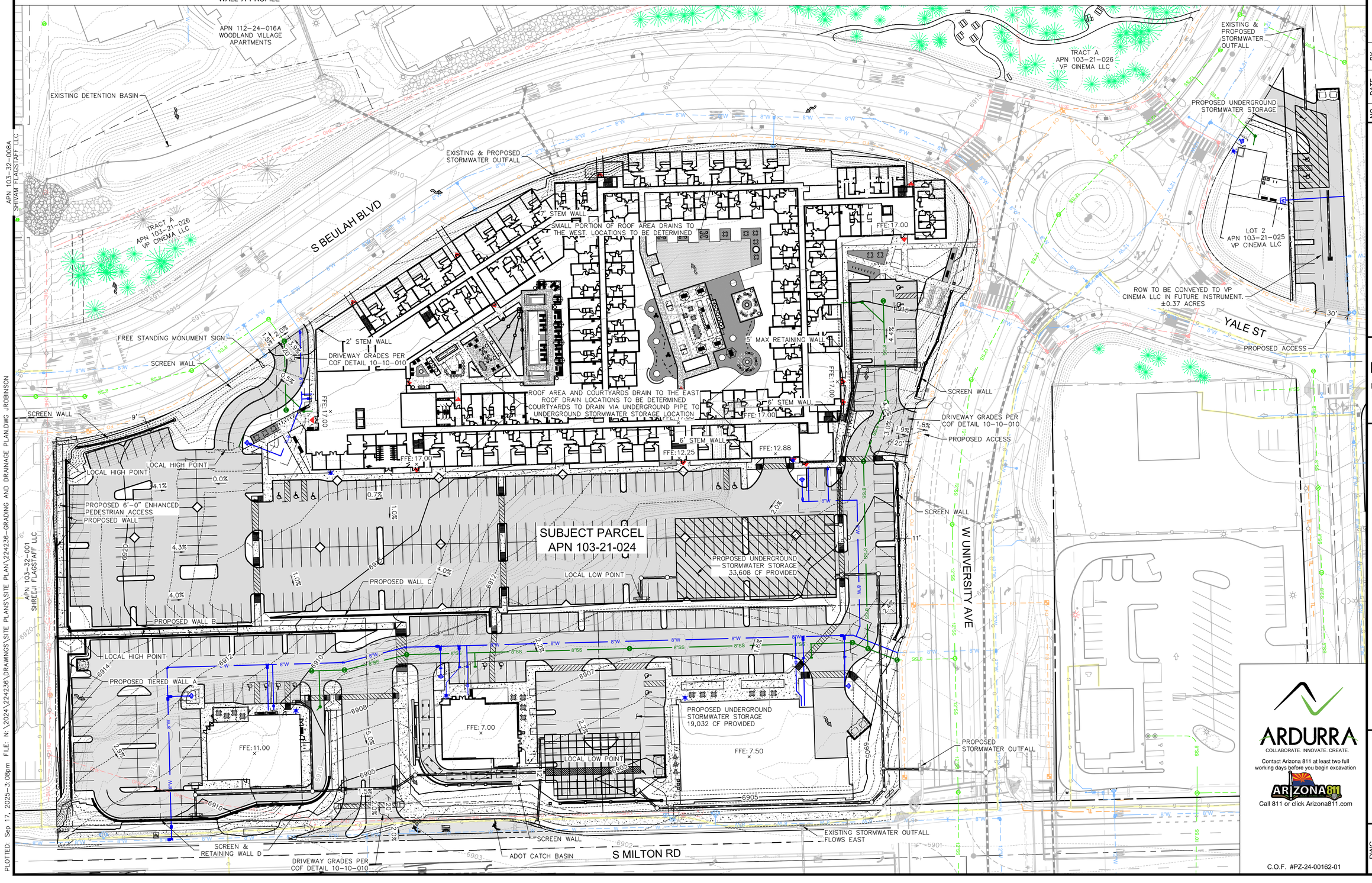
WALL 'B' PROFILE



WALL 'C' PROFILE



WALL 'D' PROFILE



NO.	DATE	BY	REVISION

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MILLTOWN MIXED USE

GRADING & DRAINAGE PLAN

FLAGSTAFF

COCONINO

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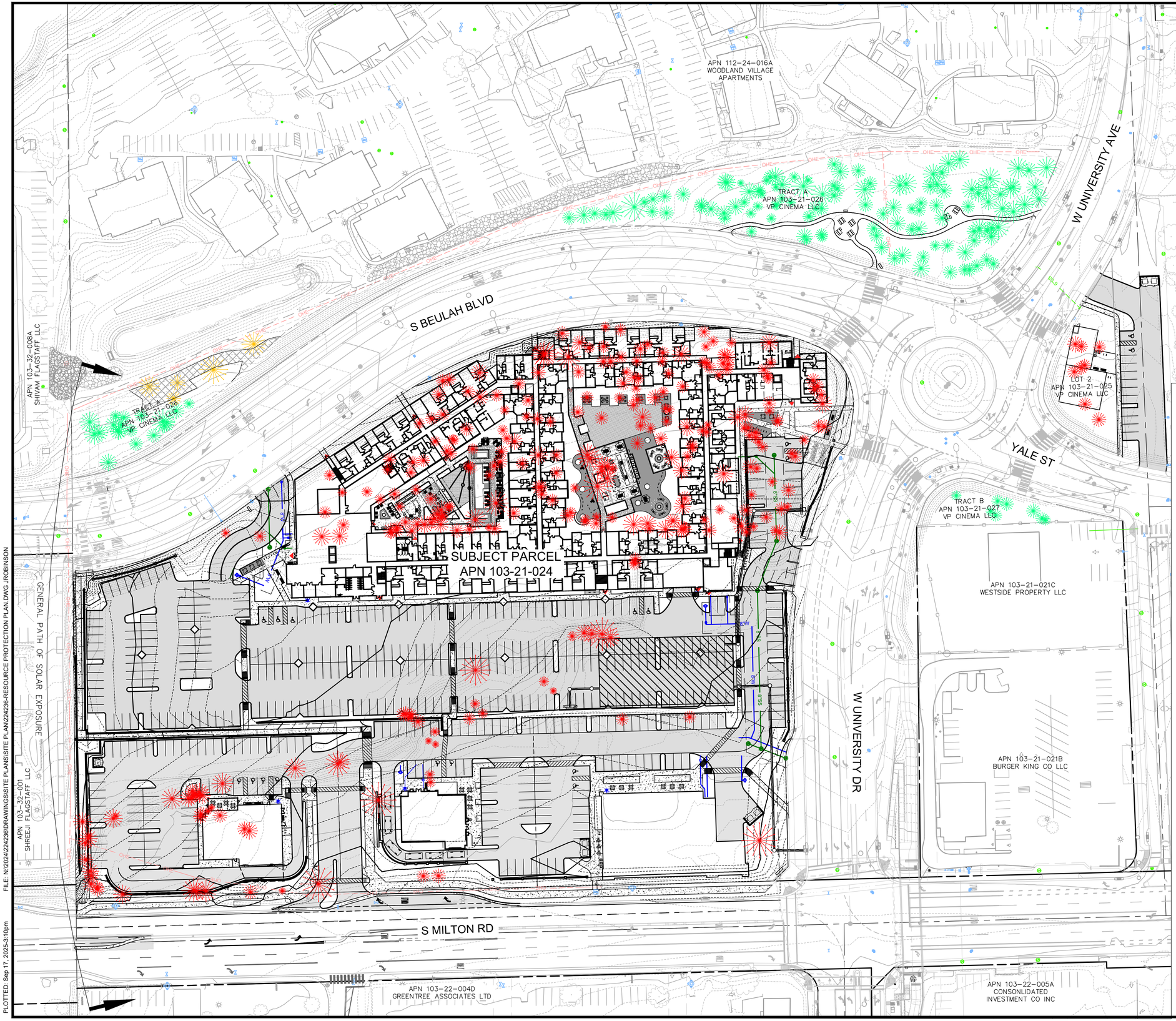
C.O.F. #PZ-24-00162-01

JOB NO.:	224236
DESIGN BY:	JJR
DRAWN BY:	ELK
CHECKED:	GEC
DATE:	SEPTEMBER 2025

DWG. SP04

SHEET 4 OF 7

PLOTTED: Sep 17, 2025 - 3:08pm FILE: N:\2024\224236\DRAWINGS\SITE PLANS\SITE PLAN\224236-GRADING AND DRAINAGE PLAN.DWG JROBINSON



LEGEND

- ROW
- EASEMENT
- LOT LINE
- PRESERVED TREE
- REMOVED TREE
- PRESERVED TREES IN STEEP SLOPED AREA
- 17-24.99% STEEP SLOPE AREA

TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	73	242	101	25	6
POINTS	1	2	4	8	20
SUM OF POINTS	73	484	404	200	120
TREE POINTS OUTSIDE OF SLOPE RESOURCE AREAS=					1281
TREE POINTS WITHIN SLOPE RESOURCE					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	0	1	1	3	0
POINTS	1	2	4	8	20
SUM OF POINTS	0	2	4	24	0
TREE POINTS LOCATED WITHIN SLOPE RESOURCE AREAS=					*30*
25% OF TREE POINTS WITHIN SLOPE RESOURCES=					*8*
MAXIMUM ALLOWED TREE POINTS IN SLOPES TO BE USED					*15*
POINTS FROM TREES IN SLOPE COUNTED TOWARDS PRESERVATION=					**8**
SLOPE RESOURCES - COMMERCIAL					
SLOPES	0-16.99%	17-24.99%	25-34.99%	>35%	
EXISTING (SF)	-	3,079	-	-	
PROTECTED (SF)	-	3,079	-	-	
% REQUIRED PROTECTION	-	60%	-	-	
% PROTECTED	-	100%	-	-	
SF REQUIRED PROTECTION	-	1,847	-	-	
PROTECTED ABOVE REQUIREMENT(SF)	-	1,232	-	-	
POINTS PER 50 SF OF EXCESS STEEP SLOPE PRESERVED	0	25	0	0	
POINTS FROM EXCESS PRESERVED SLOPE AREAS=					**25**
POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER PRESERVED	14	69	53	10	0
POINTS	1	2	4	8	20
SUM OF POINTS	14	138	212	80	0
PRESERVED TREE POINTS=					444
EXCESS PRESERVED SLOPE AREA POINTS=					25
TREE POINTS WITHIN SLOPE AREA=					8
TOTAL TREE POINTS=					476
REQUIRED PRESERVATION RATE=					30.0%
TREE ONLY PRESERVATION RATE=					**34.7%**
PRESERVATION RATE (WITH EXCESS PRESERVED SLOPE AREA)=					**37.2%**

NOTE:
1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, COMMERCIAL ZONES PRESERVATION RATE IS 30%.

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NORTH

SCALE 1" : 50'
0 25 50

C.O.F. #PZ-24-00162-01

NO.	DATE	BY	REVISION

Toll Brothers
APARTMENT LIVING

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

MILLTOWN MIXED USE

NATURAL RESOURCE PROTECTION PLAN AND PRELIMINARY SITE ANALYSIS

FLAGSTAFF

COCONINO COUNTY

JOB NO.:	224236
DESIGN BY:	JJR
DRAWN BY:	ELK
CHECKED:	GEC
DATE:	NOVEMBER 2024

DWG. SP05

SHEET 5 OF 7

FILE: N:\2024\224236\DRAWINGS\SITE PLANS\SITE PLAN\224236-RESOURCE PROTECTION PLAN.DWG JROBINSON

PLOTTED: Sep 17, 2025-3:10pm

DRIVEWAY CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP $t_{g\,(unadjusted)}$[2]	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D2	Beulah Boulevard	Left	30	7.5	Yes	Yes	2	8.0	355	200
D3	Beulah Boulevard	Right	30	6.5	Yes	No	1	6.5	290	200
D4	Beulah Boulevard	Left	30	7.5	Yes	Yes	5	9.5	420	200
D5	Yale Street	Left	25	7.5	Yes	Yes	3	8.5	315	155
D6	Yale Street	Right	25	6.5	Yes	No	1	6.5	240	155
D7	University Avenue	Right	35	6.5	Yes	No	1	6.5	335	250
D9	University Avenue	Right	35	6.5	Yes	No	1	6.5	335	250
D10	University Avenue	Right	35	6.5	Yes	No	1	6.5	335	250
D11	University Avenue	Right	35	6.5	Yes	No	1	6.5	335	250
D12	University Avenue	Left	35	7.5	Yes	Yes	4	9.0	465	250
D14	Milton Road	Right	35	6.5	Yes	No	1	6.5	335	250
D15	Milton Road	Left	35	7.5	Yes	Yes	4	9.0	465	250

Notes:

(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.

(2) The time gap values, adjusted ($t_{g\,(adjusted)}$ in seconds) and unadjusted ($t_{g\,(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57. The first lane crossed does not warrant an adjustment to the time gap.

(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets*.
Equation 9-1: $ISD=1.47*V_{MAJOR}*t_g$

(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.

MAJOR ROAD CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP $t_{g\,(unadjusted)}$[2]	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
M1	Beulah Boulevard	Left	30	5.5	Yes	Yes	3	6.5	290	200
M2	Yale Street	Left	25	5.5	Yes	Yes	3	6.5	240	155
M3	University Avenue	Left	35	5.5	Yes	Yes	3	6.5	335	250

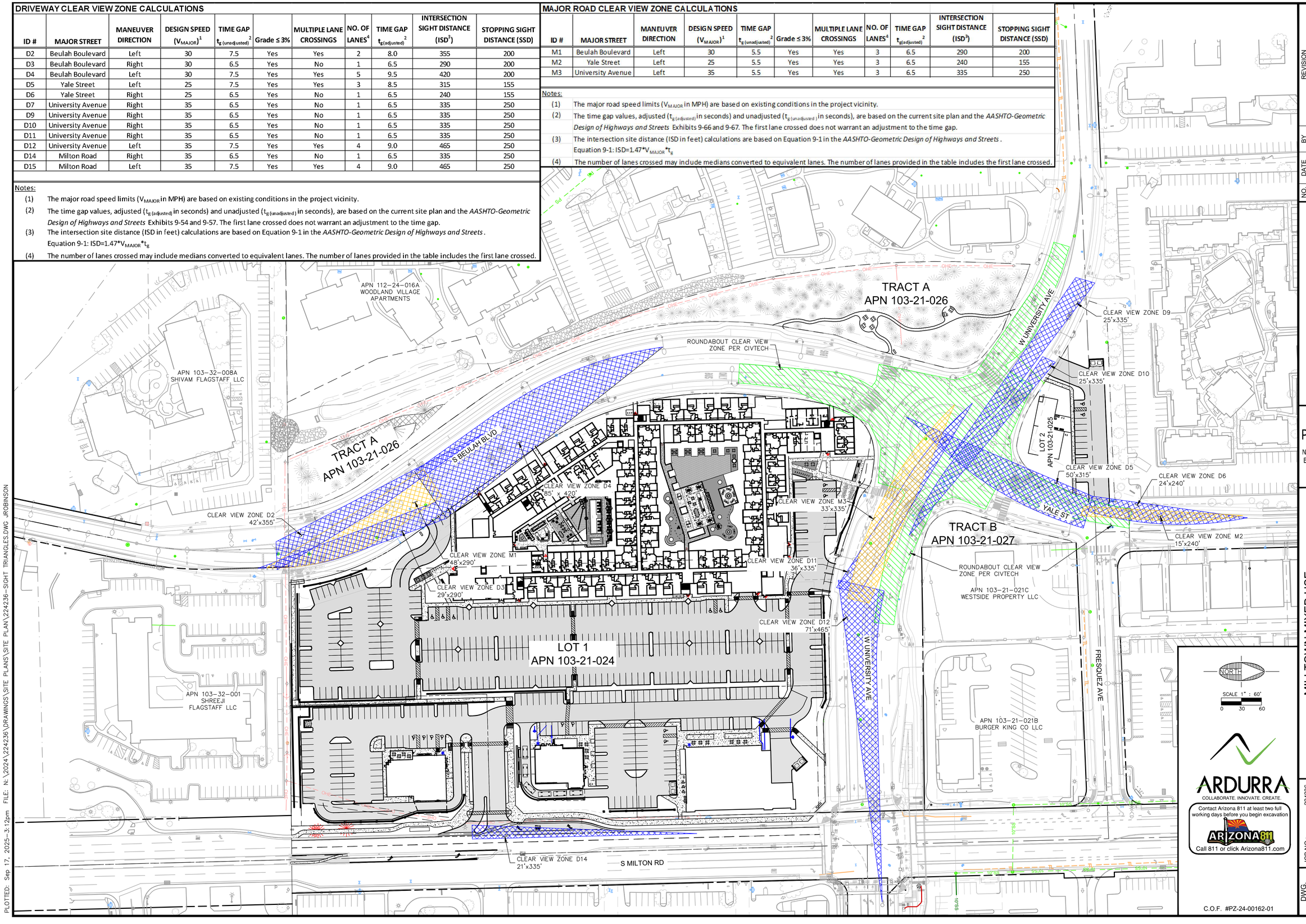
Notes:

(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.

(2) The time gap values, adjusted ($t_{g\,(adjusted)}$ in seconds) and unadjusted ($t_{g\,(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-66 and 9-67. The first lane crossed does not warrant an adjustment to the time gap.

(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets*.
Equation 9-1: $ISD=1.47*V_{MAJOR}*t_g$

(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.



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MILLTOWN MIXED USE

SIGHT TRIANGLES

FLAGSTAFF
COCONINO

JOB NO.:	224236
DESIGN BY:	JJR
DRAWN BY:	ELK
CHECKED:	GEC
DATE:	SEPTEMBER 2025

DWG. SP06
SHEET 6 OF 7

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NORTH

SCALE 1" : 40'
0 20 40

APN 112-24-016A
WOODLAND VILLAGE
APARTMENTS

TRACT A
APN 103-21-026
VP CINEMA LLC

ACCESS 'D' 95TH PERCENTILE
QUEUE: < 1 VEHICLE

ACCESS 'B' SB LEFT
159' STORAGE PROVIDED
(< 25' REQUIRED, 100' RECOMMENDED)

S BEULAH BLVD

TRACT A
APN 103-21-026
VP CINEMA LLC

CIVIC SPACE
592 S.F.

LOT 2
APN 103-21-025
VP CINEMA LLC

CIVIC SPACE
4,169 S.F.

76 LF

80 LF

YALE ST

TRACT B
APN 103-21-027
VP CINEMA LLC

ACCESS 'B' 95TH PERCENTILE
QUEUE: < 1 VEHICLE

CIVIC SPACE
2,501 S.F.

64 LF

78 LF

ACCESS 'E' 95TH PERCENTILE
QUEUE: < 1 VEHICLE

APN 103-21-021C
WESTSIDE PROPERTY LLC

ACCESS 'E' WB LEFT
169' STORAGE PROVIDED
(< 25' REQUIRED, 75' RECOMMENDED)

SUBJECT PARCEL
APN 103-21-024

BIKE + PED ACCESS BETWEEN USES
(SEE LANDSCAPE PLAN
FOR INTERNAL ROUTES)

W UNIVERSITY AVE

APN 103-32-001
SHREEJI FLAGSTAFF LLC

20'
60'
R28'
R28'
70'
20'

CIVIC SPACE
1,831 S.F.

CIVIC SPACE
2,229 S.F.

CIVIC SPACE
4,079 S.F.

ACCESS 'A' 95TH
PERCENTILE QUEUE:1 VEHICLE

4.2kSF QSR#1

2.0kSF QSR#2

13.3kSF SUPERMARKET

APN 103-21-021B
BURGER KING CO LLC

100' QUEUE LENGTH
(75' REQUIRED,
170' RECOMMENDED)

S MILTON RD

LEGEND

- ADA ROUTE
- DEPARTING VEHICLE MOVEMENT
- ENTERING VEHICLE MOVEMENT
- CIVIC SPACE AREA
- FIRE TRUCK TURNAROUND

RESIDENTIAL CIVIC SPACE	6,670 SF
COMMERCIAL CIVIC SPACE	8,731 SF
COMBINED CIVIC SPACE	15,401 SF

SEE LANDSCAPE PLAN
FOR CIVIC AREA
CALCULATIONS

C.O.F. #PZ-24-00162-01

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MILLTOWN MIXED USE

CIRCULATION PLAN

COCONINO

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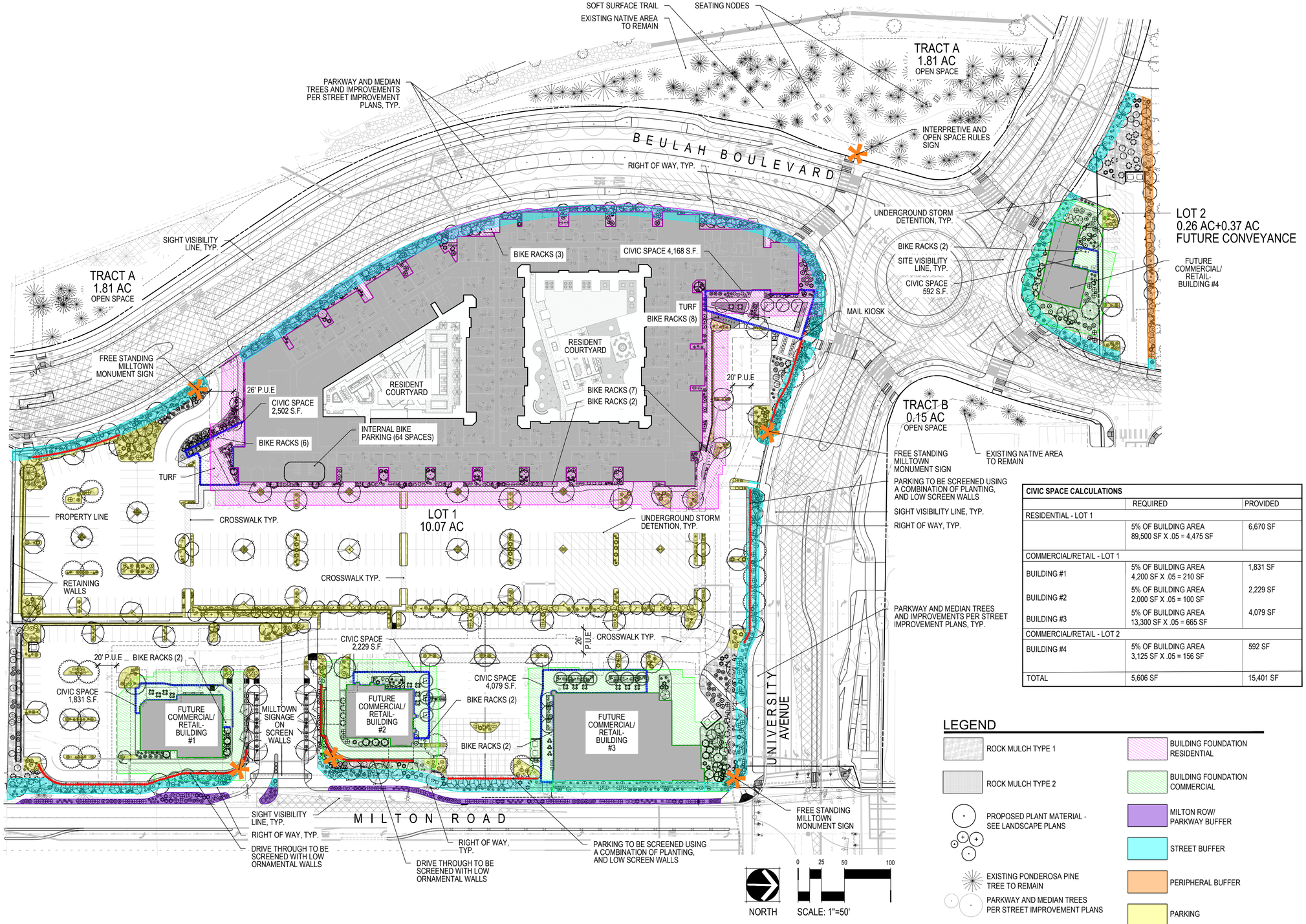
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DRAWN BY:	ELK	CHECKED:	GEC	
DATE:	SEPTEMBER 2025			

DWG. SP07

SHEET 7 OF 7

PLOTTED: Sep 17, 2025 - 3:13pm FILE: N:\2024\224236\DRAWINGS\SITE PLANS\SITE PLAN\224236-CIRCULATION PLAN.DWG JROBINSON



CIVIC SPACE CALCULATIONS		
	REQUIRED	PROVIDED
RESIDENTIAL - LOT 1		
	5% OF BUILDING AREA 89,500 SF X .05 = 4,475 SF	6,670 SF
COMMERCIAL/RETAIL - LOT 1		
BUILDING #1	5% OF BUILDING AREA 4,200 SF X .05 = 210 SF	1,831 SF
BUILDING #2	5% OF BUILDING AREA 2,000 SF X .05 = 100 SF	2,229 SF
BUILDING #3	5% OF BUILDING AREA 13,300 SF X .05 = 665 SF	4,079 SF
COMMERCIAL/RETAIL - LOT 2		
BUILDING #4	5% OF BUILDING AREA 3,125 SF X .05 = 156 SF	592 SF
TOTAL	5,606 SF	15,401 SF

LEGEND

- ROCK MULCH TYPE 1
- ROCK MULCH TYPE 2
- PROPOSED PLANT MATERIAL - SEE LANDSCAPE PLANS
- EXISTING PONDEROSA PINE TREE TO REMAIN
- PARKWAY AND MEDIAN TREES PER STREET IMPROVEMENT PLANS
- PARKING LOT SCREENING - SEE DETAIL 1 SHEET L-6
- MOUNUMENT SIGN
- BUILDING FOUNDATION RESIDENTIAL
- BUILDING FOUNDATION COMMERCIAL
- MILTON ROW/ PARKWAY BUFFER
- STREET BUFFER
- PERIPHERAL BUFFER
- PARKING
- CIVIC SPACE

NOTE: SEE SHEET L-2 FOR LANDSCAPE CALCULATIONS

C.O.F. #PZ-24-00162-01

NORRIS DESIGN
PEOPLE + PLACEMAKING
6 EAST ASPEN AVENUE
SUITE 260
FLAGSTAFF, AZ 86001
P 928.233.3021
NORRIS-DESIGN.COM

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NO.	DATE	BY	REVISION

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REGISTERED LANDSCAPE ARCHITECT
66029
GREGORY J. ROWAN
Date Signed
ARIZONA, USA
EXPIRES 03/31/27

MILLTOWN
OVERALL LANDSCAPE SITE PLAN
FLAGSTAFF
COCONINO

JOB NO.:	224236
DESIGN BY:	AH, MC
DRAWN BY:	AH, MC
CHECKED:	GR
DATE:	SEPTEMBER 2025

DWG. L-1
SHEET 1 OF 7

SITE LANDSCAPE CALCULATIONS

LOT 1 - MIXED USE	10.19 ACRES			
		REQUIRED	MINIMUM SIZE REQUIRED	PROVIDED
STREET BUFFER				
TOTAL L.F. 2,108	TREES SHRUBS GROUNDCOVER EXISTING TREE CREDITS*	1 PER 25 LINEAR FEET = 85 2 PER TREE = 170 2 PER TREE = 170	15 GALLON 5 GALLON 1 GALLON	85 183 267 0
PERIPHERAL BUFFER				
TOTAL L.F. N/A (SAME ZONING)	TREES SHRUBS GROUNDCOVERS	1 PER 25 LINEAR FEET = N/A 2 PER TREE = N/A 2 PER TREE = N/A	15 GALLON 5 GALLON 1 GALLON	N/A N/A N/A
PARKING AREA				
TOTAL PARKING SPACES 501	TREES SHRUBS GROUNDCOVERS AREA	2 EVERY 8 PARKING SPACES = 125 2 PER TREE = 251 2 PER TREE = 251 30 S.F. PER SPACE: 15,030 S.F.	15 GALLON 5 GALLON 1 GALLON	125 260 264 20,167 S.F.
PARKING LOT SCREENING				
TOTAL PARKING SPACES ADJACENT TO ROADWAYS 40	SHRUBS AND/OR SCREEN WALL	80% VISUAL SCREENING MIN. HEIGHT = 3 FEET)	N/A	3' FOOT TO 3.5' SCREEN WALLS PROVIDED
BUILDING FOUNDATION - RESIDENTIAL				
TOTAL L.F. 1,667	TREES SHRUBS GROUNDCOVERS	1 PER 25 LINEAR FEET = 67 2 PER TREE = 134 2 PER TREE = 134	15 GALLON 5 GALLON 1 GALLON	72 252 218
BUILDING FOUNDATION - COMMERCIAL/RETAIL				
TOTAL L.F. 1,097	TREES SHRUBS GROUNDCOVERS	1 PER 25 LINEAR FEET = 44 2 PER TREE = 88 2 PER TREE = 88	15 GALLON 5 GALLON 1 GALLON	44 93 115

LOT 2 - RETAIL	0.62 ACRES			
		REQUIRED	MINIMUM SIZE REQUIRED	PROVIDED
STREET BUFFER				
TOTAL L.F. 350	TREES SHRUBS GROUNDCOVER EXISTING TREES*	1 PER 25 LINEAR FEET = 14 2 PER TREE = 28 2 PER TREE = 28	15 GALLON 5 GALLON 1 GALLON	14 28 28 0
PERIPHERAL BUFFER				
TOTAL L.F. 282	TREES SHRUBS GROUNDCOVERS	1 PER 25 LINEAR FEET = 12 2 PER TREE = 24 2 PER TREE = 24	15 GALLON 5 GALLON 1 GALLON	12 24 24
PARKING AREA				
TOTAL PARKING SPACES 12	TREES SHRUBS GROUNDCOVERS AREA	2 EVERY 8 PARKING SPACE = 3 2 PER TREE = 6 2 PER TREE = 6 30 S.F. PER SPACE: 360 S.F.	15 GALLON 5 GALLON 1 GALLON	3 8 7 515 S.F.
BUILDING FOUNDATION				
TOTAL L.F. 267	TREES SHRUBS GROUNDCOVERS	1 PER 25 LINEAR FEET = 11 2 PER TREE = 22 2 PER TREE = 22	15 GALLON 5 GALLON 1 GALLON	11 33 25

* EACH EXISTING TREE THAT IS A MINIMUM OF SIX INCHES IN DIAMETER AT BREAST HEIGHT (DBH) OR 10 FEET IN HEIGHT OR LARGER MAY SUBSTITUTE FOR THE REQUIREMENT OF LANDSCAPE TREES, SEE CHART BELOW.
FOR EACH EXISTING TREE RETAINED IN A LANDSCAPE AREA, THE REQUIREMENT FOR SHRUBS AND GROUNDCOVERS ASSOCIATED WITH THAT TREE WILL BE WAIVED.
(CITY OF FLAGSTAFF LANDSCAPING STANDARDS SECTION 10-50.60.050)

SITE LANDSCAPE CALCULATIONS DIAGRAM



LEGEND

- BUILDING FOUNDATION RESIDENTIAL
- BUILDING FOUNDATION COMMERCIAL
- ROCK MULCH TYPE 1
- PROPOSED PLANT MATERIAL - SEE LANDSCAPE PLANS
- STREET BUFFER
- PERIPHERAL BUFFER
- ROCK MULCH TYPE 2
- MOUNUMENT SIGN
- PARKING
- MILTON R.O.W / PARKWAY
- PARKING LOT SCREENING - SEE DETAIL 1 SHEET L-6
- CIVIC SPACE

NORTH

0 50 100 200

SCALE: 1"=100'

QUANTITATIVE LANDSCAPE DESIGN PARAMETERS - R.O.W.

MILTON ROAD R.O.W.				
		REQUIRED	MINIMUM SIZE REQUIRED	PROVIDED
SOUTH OF VEHICULAR ENTRY				
TOTAL L.F. 252	TREES SHRUBS / GROUNDCOVER EXISTING TREE CREDITS	1 PER 45 LINEAR FEET = 6* 75% COVERAGE AT MATURITY	15 GALLON 5 GALLON 1 GALLON	0* 76% ESTIMATED COVERAGE AT MATURITY 0
NORTH OF VEHICULAR ENTRY				
TOTAL L.F. 460	TREES SHRUBS / GROUNDCOVER EXISTING TREE CREDITS	1 PER 45 LINEAR FEET = 11* 75% COVERAGE AT MATURITY	15 GALLON 5 GALLON 1 GALLON	0* 77% ESTIMATED COVERAGE AT MATURITY 0

NOTE: BEULAH AND UNIVERSITY LANDSCAPE IN THE R.O.W. IS NOT A PART OF THIS PROJECT. SEE BEULAH & UNIVERSITY IMPROVEMENT PLANS (PROJECT: PZ-21-00285)

*TREES MAY NOT BE PLANTED IN PARKWAY DUE TO EXISTING WATER LINES

NORRIS DESIGN
PEOPLE + PLACEMAKING
6 EAST ASPEN AVENUE
SUITE 260
FLAGSTAFF, AZ 86001
P 928.233.3021
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NO.	DATE	BY	REVISION

Toll Brothers APARTMENT LIVING

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

REGISTERED LANDSCAPE ARCHITECT 66029 GREGORY J. ROWAN Date Signed ARIZONA, USA EXPIRES 03/31/27

MILLTOWN

LANDSCAPE CALCULATIONS

FLAGSTAFF

COCONINO

JOB NO.:	22436
DESIGN BY:	AH, MC
DRAWN BY:	AH, MC
CHECKED:	GR
DATE:	SEPTEMBER 2025

DWG: L-2

SHEET 2 OF 7

OVERALL PLANT SCHEDULE

PLANT SCHEDULE OVERALL

SYMBOL	BOTANICAL / COMMON NAME	SIZE	EST`D MAT. SIZE	NATIVE	WATER USE	SPACING	QTY
DECIDUOUS CANOPY							
	Acer x freemanii Freeman Maple	2" CAL, B&B	45` H x 30` W	NATURALIZED	MODERATE	AS SHOWN	27
	Celtis occidentalis Common Hackberry	2" CAL, B&B	45` H x 30` W	NATURALIZED	LOW	AS SHOWN	21
	Gleditsia triacanthos inermis `Skyline` TM Skyline Thornless Honey Locust	2" CAL, B&B	45` H x 35` W	NATURALIZED	LOW	AS SHOWN	36
	Quercus macrocarpa Burr Oak	2" CAL, B&B	45'W X 30'W	NATURALIZED	MODERATE	AS SHOWN	15
	Robinia x ambigua `Purple Robe` Pink Flowering Locust	2" CAL, B&B	40` H X 25` W	NATURALIZED	LOW	AS SHOWN	8
DECIDUOUS ORNAMENTAL							
	Malus x 'Lollizam' Lollipop® Crabapple	2" CAL, B&B	12'H X 8'W	NATURALIZED	MODERATE	AS SHOWN	13
	Malus x 'Spring Snow' Spring Snow Crabapple	2" CAL, B&B	20` H X 15` W	NATURALIZED	MODERATE	AS SHOWN	13
	Malus x 'Thunderchild' Thunderchild Crabapple	2" CAL, B&B	20` H X 15` W	NATURALIZED	MODERATE	AS SHOWN	23
	Populus tremuloides Quaking Aspen	6` HT 15 GAL. MIN.	30` H X 20` W	NATIVE	MODERATE	AS SHOWN	32
	Prunus cerasifera `Krauter Vesuvius` Purple Leaf Plum	2" CAL, B&B	15'H X 15'W	NATURALIZED	HIGH	AS SHOWN	16
	Pyrus calleryana `Chanticleer` Capital Callery Pear	2" CAL, B&B	30` H X 15` W	NATURALIZED	MODERATE	AS SHOWN	39
EVERGREEN TREES							
	Juniperus chinensis `Blue Point` Blue Point Juniper	6` HT, B&B	12'H X 8'W	NATURALIZED	LOW	AS SHOWN	25
	Picea pungens 'Baby Blue Eyes' Baby Blue Eyes Colorado Blue Spruce	6` HT, B&B	30` H X 15` W	NATURALIZED	MODERATE	AS SHOWN	9
	Pinus edulis Pinon Pine	6` HT, B&B	30'H X 15'W	NATIVE	LOW	AS SHOWN	32
	Pinus ponderosa Ponderosa Pine	6` HT, B&B	70` H X 35` W	NATIVE	LOW	AS SHOWN	5
DECIDUOUS SHRUBS - LARGE 7`-9`							
	Cornus stolonifera Dogwood	5 gal	8` H X 8` W	NATURALIZED	HIGH	AS SHOWN	16
	Fallugia paradoxa Apache Plume	5 gal	6` H X 8` W	NATIVE	LOW	AS SHOWN	52
	Forestiera neomexicana New Mexico Privet	5 gal	10` H X 10` W	NATIVE	LOW	AS SHOWN	3
	Ribes aureum Golden Currant	5 gal	7'H X 7'W	NATIVE	LOW	AS SHOWN	31
DECIDUOUS SHRUBS - MEDIUM 5`-7`							
	Aronia melanocarpa Black Chokeberry	5 gal	5` H X 5` W	NATIVE	LOW	AS SHOWN	50
	Physocarpus opulifolius Ninebark	5 gal	6` H X 5` W	NATURALIZED	MODERATE	AS SHOWN	49
	Syringa pubescens patula 'Miss Kim' Miss Kim Korean Lilac	5 gal	6` H X 5` W	NATURALIZED	MODERATE	AS SHOWN	24
DECIDUOUS SHRUBS - SMALL 2`-5`							
	Cotoneaster apiculatus Cranberry Cotoneaster	5 gal	2.5`H X 4.5`W	NATURALIZED	MODERATE	AS SHOWN	71
	Perovskia atriplicifolia Russian Sage	5 gal	3` H X 4` W	NATURALIZED	MODERATE	AS SHOWN	139
	Potentilla fruticosa `Gold Drop` Gold Drop Potentilla	5 gal	3` H X 4` W	NATIVE	MODERATE	AS SHOWN	194
	Rosa woodsii Woods` Rose	5 gal	3` H X 4` W	NATIVE	LOW	AS SHOWN	29
	Symphoricarpos occidentalis Western Snowberry	5 gal	3` H X 5` W	NATIVE	MODERATE	AS SHOWN	48
EVERGREEN SHRUBS							
	Arctostaphylos x coloradoensis `Panchito` Panchito Manzanita	5 gal	1.5` H X 4` W	NATURALIZED	LOW	AS SHOWN	183
	Mahonia aquifolium 'Compacta' Compact Oregon Grape	5 gal	3'H X 4'W	NATURALIZED	MODERATE	AS SHOWN	78
	Picea pungens `Montgomery` Montgomery Blue Spruce	5 gal	7` W X 6" W	NATURALIZED	MODERATE	AS SHOWN	21
ORNAMENTAL GRASSES							
	Bouteloua gracilis `Blonde Ambition` Blonde Ambition Blue Grama	1 gal	2.5` H X 2.5` W	NATIVE	LOW	AS SHOWN	144
	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass	1 gal	4` H X 3` W	NATURALIZED	MODERATE	AS SHOWN	246
	Muhlenbergia rigens Deer Grass	1 gal	4` H X 4` W	NATIVE	MODERATE	AS SHOWN	114
PERENNIALS & GROUNDCOVERS							
	Cerastium tomentosum Snow In Summer	1 gal	6" H X 18" W	NATURALIZED	MODERATE	AS SHOWN	79
	Echinacea purpurea Purple Coneflower	1 gal	18" H X 18" W	NATURALIZED	MODERATE	AS SHOWN	42
	Hemerocallis x 'Stella de Oro' Stella de Oro Daylily	1 gal	16" H X 16" W	NATURALIZED	MODERATE	AS SHOWN	56
	Juniperus horizontalis `Blue Chip` Blue Chip Juniper	5 gal	1` H X 6` W	NATURALIZED	LOW	AS SHOWN	101
	Juniperus sabina Buffalo Juniper	5 gal	1` H X 6` W	NATURALIZED	LOW	AS SHOWN	33
	Nepeta racemosa `Walker`s Low` Catmint	1 gal	24" H X 24" W	NATURALIZED	MODERATE	AS SHOWN	77
	Prunus besseyi `Pawnee Buttes` Pawnee Buttes Sandcherry	5 gal	2` H X 6` W	NATIVE	MODERATE	AS SHOWN	26
	Rhus trilobata `Autumn Amber` Autumn Amber Sumac	5 gal	2` H X 6` W	NATURALIZED	LOW	AS SHOWN	117

C.O.F. #PZ-24-00162-01

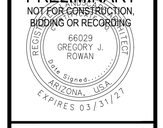
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PEOPLE + PLACEMAKING
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SUITE 260
FLAGSTAFF, AZ 86001
P 928.233.3021
NORRIS-DESIGN.COM

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REVISION | BY | DATE | NO.

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MILLTOWN

LANDSCAPE PLANT SCHEDULE

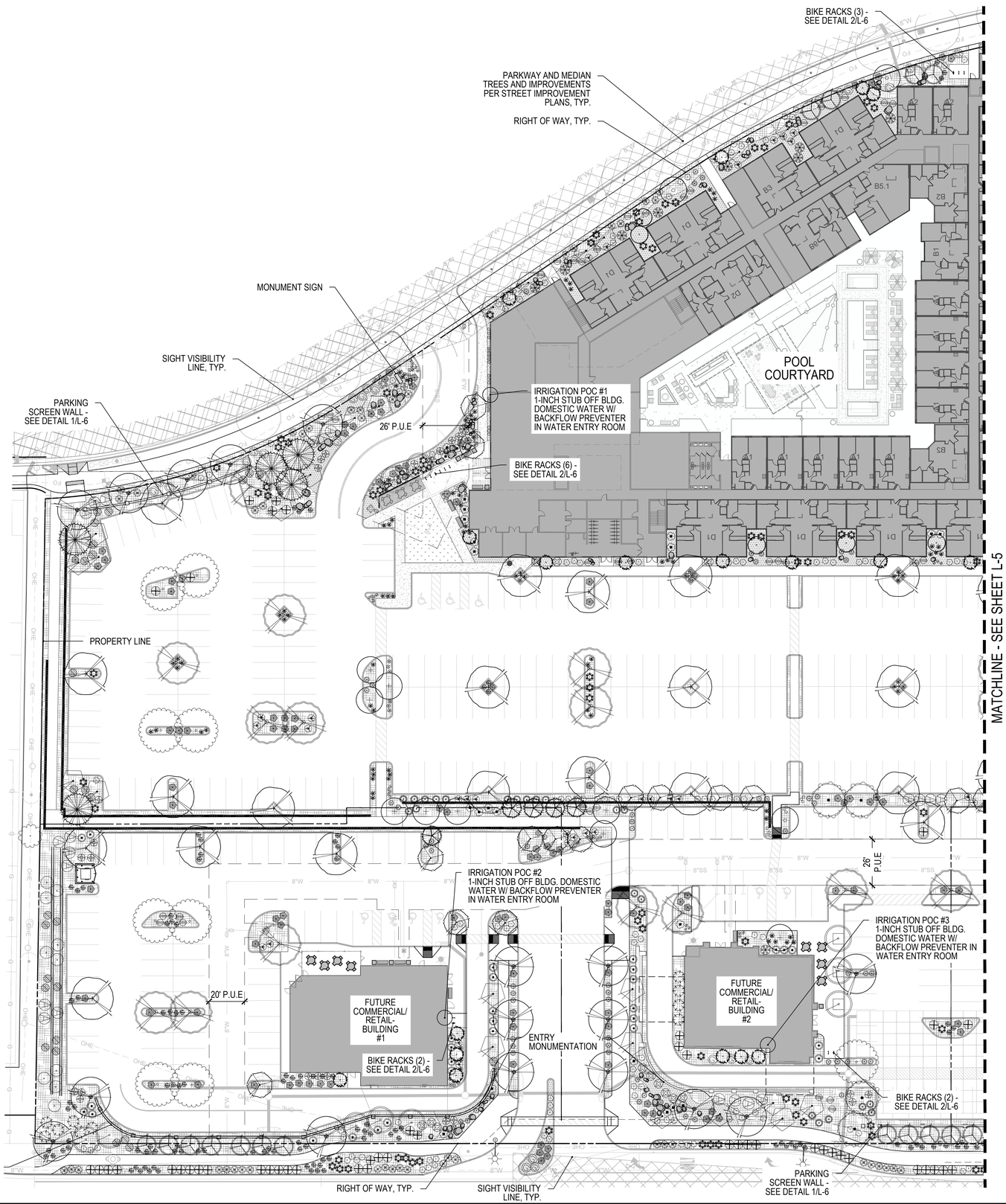
FLAGSTAFF

COCONINO

JOB NO.:	DESIGN BY:	DRAWN BY:	CHECKED:	DATE:
224236	AH, MC	AH, MC	GR	SEPTEMBER 2025

DWG. L-3

SHEET 3 OF 7



PLANT SCHEDULE (ABBREVIATED)

SYMBOL	BOTANICAL / COMMON NAME	QTY
DECIDUOUS CANOPY		
	Acer x freemanii Freeman Maple	27
	Celtis occidentalis Common Hackberry	21
	Gleditsia triacanthos inermis `Skyline` TM Skyline Thornless Honey Locust	36
	Quercus macrocarpa Burr Oak	15
	Robinia x ambigua `Purple Robe` Pink Flowering Locust	8
DECIDUOUS ORNAMENTAL		
	Malus x 'Lollizam' Lollipop® Crabapple	13
	Malus x 'Spring Snow' Spring Snow Crabapple	13
	Malus x 'Thunderchild' Thunderchild Crabapple	23
	Populus tremuloides Quaking Aspen	32
	Prunus cerasifera `Krauter Vesuvius` Purple Leaf Plum	16
	Pyrus calleryana `Chanticleer` Capital Callery Pear	39
EVERGREEN TREES		
	Juniperus chinensis `Blue Point` Blue Point Juniper	25
	Picea pungens 'Baby Blue Eyes' Baby Blue Eyes Colorado Blue Spruce	9
	Pinus edulis Pinon Pine	32
	Pinus ponderosa Ponderosa Pine	5
DECIDUOUS SHRUBS - LARGE 7`-9`		
	Cornus stolonifera Dogwood	16
	Fallugia paradoxa Apache Plume	52
	Forestiera neomexicana New Mexico Privet	3
	Ribes aureum Golden Currant	31
DECIDUOUS SHRUBS - MEDIUM 5`-7`		
	Aronia melanocarpa Black Chokeberry	50
	Physocarpus opulifolius Ninebark	49
	Syringa pubescens patula 'Miss Kim' Miss Kim Korean Lilac	24
DECIDUOUS SHRUBS - SMALL 2`-5`		
	Cotoneaster apiculatus Cranberry Cotoneaster	71
	Perovskia atriplicifolia Russian Sage	139
	Potentilla fruticosa `Gold Drop` Gold Drop Potentilla	194
	Rosa woodsii Woods` Rose	29
	Symphoricarpos occidentalis Western Snowberry	48
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	Echinacea purpurea Purple Coneflower	42
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	Nepeta racemosa `Walker`s Low` Catmint	77
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	Rhus trilobata `Autumn Amber` Autumn Amber Sumac	117

LEGEND

- ROCK MULCH TYPE 1
  1/2" PALOMINO GOLD OR APPROVED EQUAL
  www.flagstafflandscapeproducts.com
- ROCK MULCH TYPE 2
  1"-2" PALOMINO GOLD OR APPROVED EQUAL
  www.flagstafflandscapeproducts.com
- DECOMPOSED GRANITE (STABILIZED)
  1/4" MINUS MADISON GOLD OR APPROVED EQUAL
  www.flagstafflandscapeproducts.com
- TURF SOD
- LANDSCAPE BOULDERS (COLLECTED FROM ON-SITE)
- BIKE RACKS - SEE DETAIL 2/L-6
- BENCH
- RAISED PLANTER BOX
- TABLES
- SCREEN WALL - SEE DETAIL 1/L-6
- EXISTING PONDEROSA PINE TO REMAIN

NORTH

SCALE: 1"=30'

0 30 60 120

C.O.F. #PZ-24-00162-01

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NO.	DATE	BY	REVISION

Toll Brothers APARTMENT LIVING

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NOT FOR CONSTRUCTION, BIDDING OR RECORDING

REGISTERED LANDSCAPE ARCHITECT 66029 GREGORY J. ROWAN Date Signed: ARIZONA, USA EXPIRES 03/31/27

MILLTOWN

LANDSCAPE PLAN

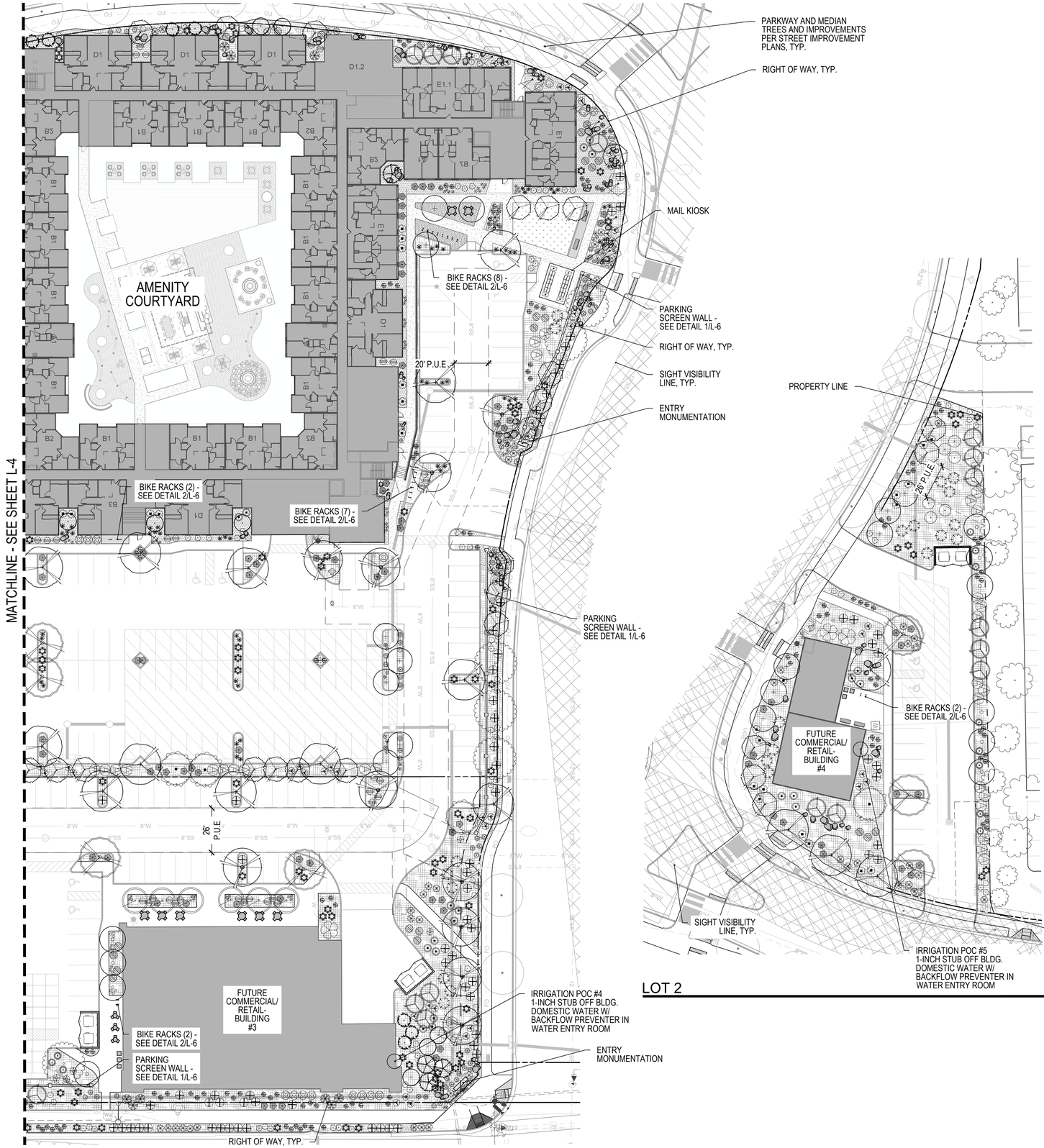
FLAGSTAFF

COCONINO

JOB NO.:	224236
DESIGN BY:	AH, MC
DRAWN BY:	AH, MC
CHECKED:	GR
DATE:	SEPTEMBER 2025

DWG. L-4

SHEET 4 OF 7



LOT 2

PLANT SCHEDULE (ABBREVIATED)

SYMBOL	BOTANICAL / COMMON NAME	QTY
DECIDUOUS CANOPY		
	Acer x freemanii Freeman Maple	27
	Celtis occidentalis Common Hackberry	21
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- ROCK MULCH TYPE 2 — 1"-2" PALOMINO GOLD OR APPROVED EQUAL www.flagstafflandscapeproducts.com
- DECOMPOSED GRANITE (STABILIZED) — 1/4" MINUS MADISON GOLD OR APPROVED EQUAL www.flagstafflandscapeproducts.com
- TURF SOD
- LANDSCAPE BOULDERS (COLLECTED FROM ON-SITE)
- BIKE RACKS - SEE DETAIL 2/L-6
- BENCH
- RAISED PLANTER BOX
- TABLES
- SCREEN WALL - SEE DETAIL 1/L-6
- EXISTING PONDEROSA PINE TO REMAIN

NORTH

SCALE: 1"=30'

0 30 60 120

C.O.F. #PZ-24-00162-01

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NO.	DATE	BY	REVISION

Toll Brothers APARTMENT LIVING

PRELIMINARY
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REGISTERED LANDSCAPE ARCHITECT
66029
GREGORY J. ROWAN
Date Signed:
ARIZONA, USA
EXPIRES 03/31/27

MILLTOWN

LANDSCAPE PLAN

FLAGSTAFF

COCONINO

JOB NO.:	224236
DESIGN BY:	AH, MC
DRAWN BY:	AH, MC
CHECKED:	GR
DATE:	SEPTEMBER 2025

DWG. L-5

SHEET 5 OF 7

BEULAH BOULEVARD

S. YALE STREET

INTERNAL BIKE ROOM

UNIVERSITY AVENUE

MILTON ROAD

PEDESTRIAN UNDERPASS

LEGEND

- INTERNAL PEDESTRIAN CIRCULATION
- INTERNAL PEDESTRIAN CIRCULATION
- EXTERNAL PEDESTRIAN CIRCULATION
- EXTERNAL PEDESTRIAN CIRCULATION
- FUTS TRAIL
- SOFT SURFACE TRAIL
- CIVIC SPACE AREA
- OPEN SPACE
- BIKE PARKING
- BUS STOP
- ENHANCED PLANTING AREA
- MONUMENT SIGN

NOTE: DASHED TRAILS AND WALKS ARE WALK YOUR BIKE ONLY. SOLID LINED TRAILS AND WALKS ARE RIDEABLE

NORTH

SCALE: 1"=50'

0 25 50 100

C.O.F. #PZ-24-00162-01

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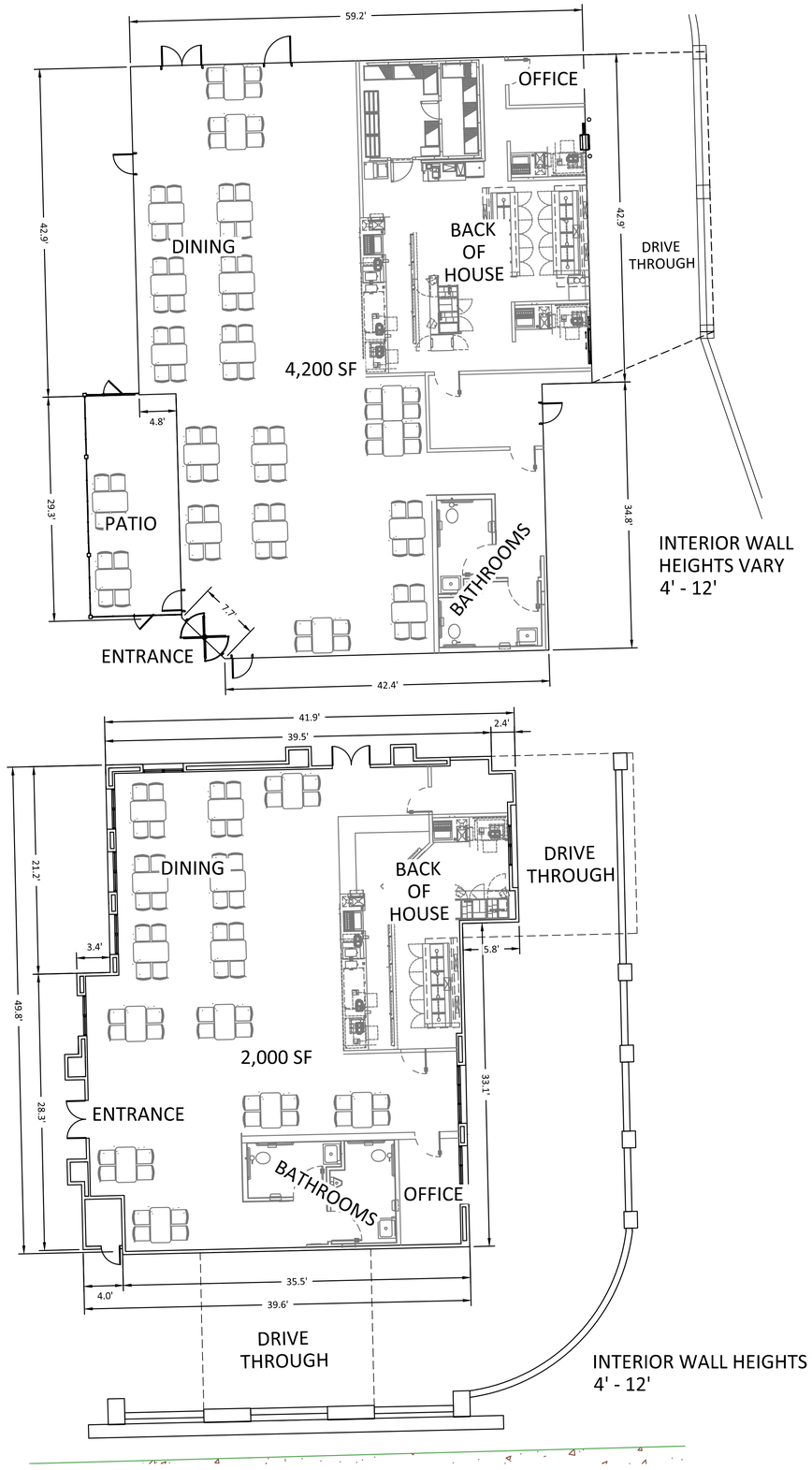
66029
GREGORY J. ROWAN
Date Signed
ARIZONA, USA
EXPIRES 03/31/27

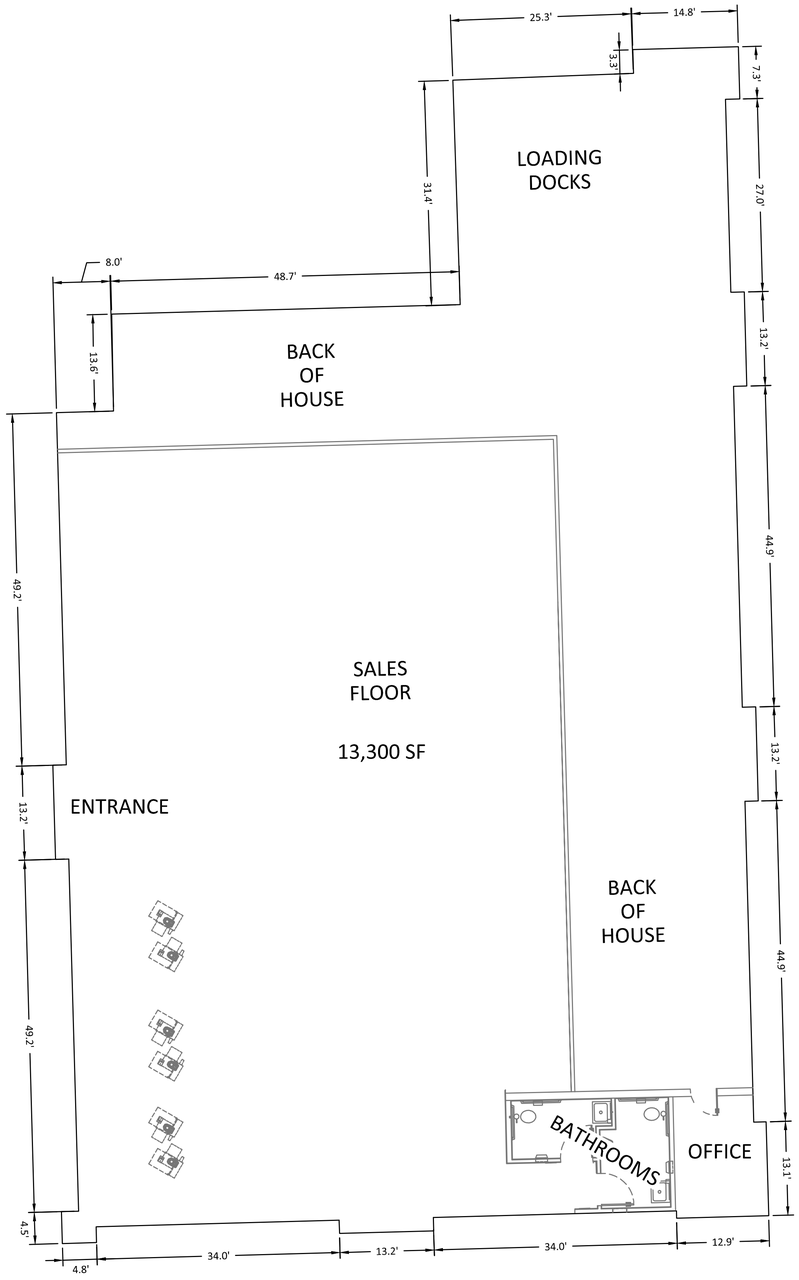
MILLTOWN
CIRCULATION PLAN
FLAGSTAFF
COCONINO

JOB NO.:	224236
DESIGN BY:	AH, MC
DRAWN BY:	AH, MC
CHECKED:	GR
DATE:	SEPTEMBER 2025

DWG. L-7

SHEET 7 OF 7





ARDURRA
COLLABORATE. INNOVATE. CREATE.

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MILLTOWN COMMERCIAL

PRELIMINARY FLOOR LAYOUTS

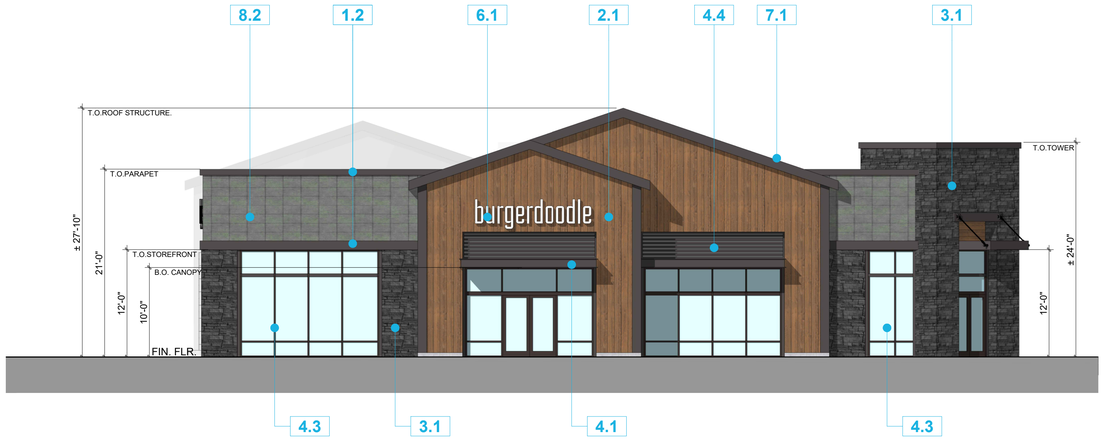
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COCONINO

JOB NO.:	224236
DESIGN BY:	JJR
DRAWN BY:	JJR
CHECKED:	GEC
DATE:	SEPTEMBER 2025

DWG. CFP1

SHEET 1 OF 1

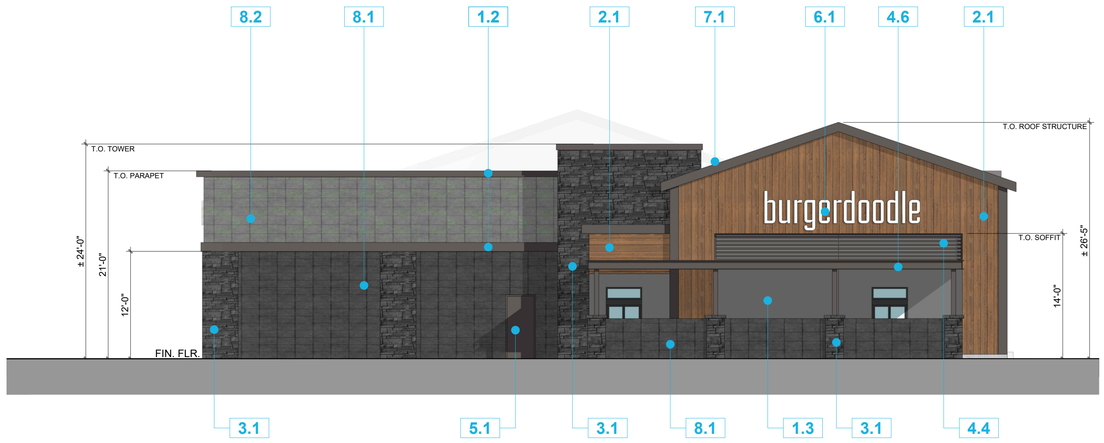
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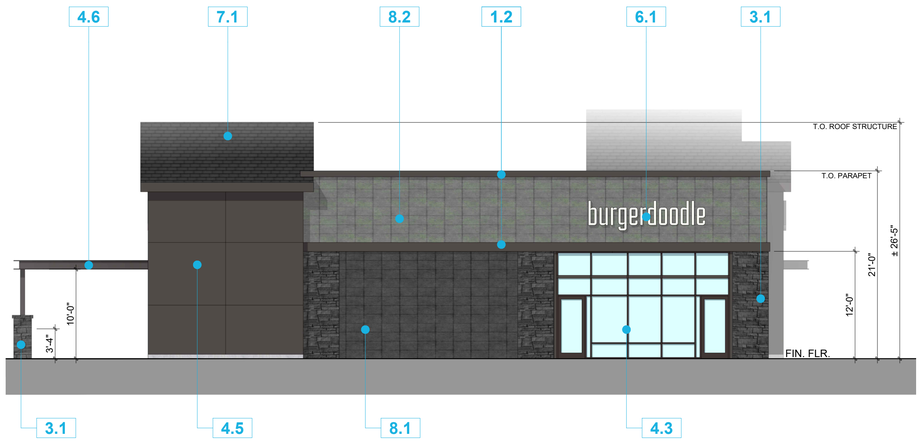
01-FRONT ELEVATION



02- RIGHT ELEVATION



03-REAR ELEVATION



04-LEFT ELEVATION

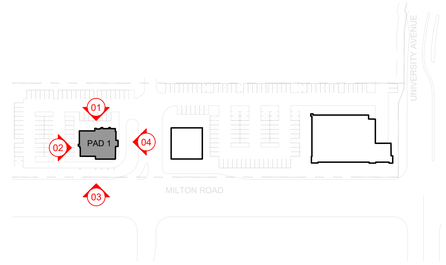
NOTE:
ALL SIGNAGE SHOWN IS CONCEPTUAL AND MAY BE ADJUSTED AS THE DESIGN OF THE BUILDING DEVELOPS.

THE COLOR OF THE EXTERIOR FINISHES MAY BE ADJUSTED AS THE DESIGN OF THE BUILDING DEVELOPS, BUT THE OVERALL DESIGN CONCEPT WILL REMAIN THE SAME.

250644 ktgy

MILLTOWN RETAIL FLAGSTAFF
FLAGSTAFF, AZ

0 4 8 16



KEY PLAN - N.T.S.

MATERIAL LEGEND

1.1 STUCCO (BROWN)
1.2 STUCCO (GRAY)
1.3 STUCCO (LIGHT GRAY)
2.1 SIDING
3.1 STONE VENEER
4.1 METAL CANOPY
4.3 STOREFRONT SYSTEM
4.4 METAL LOUVER
4.5 METAL PANELS
4.6 CANOPY OVER DRIVE-THROUGH AISLE
5.1 HM DOOR
6.1 SIGNAGE
7.1 ROOF TILE
8.1 SPLITFACE CMU BLOCK (BLACK)
8.2 SPLITFACE CMU BLOCK (GRAY)

Material Percentage		Front		Left		Rear		Right		Total	
Primary	Wood Siding	560	41%	0	0%	447	24%	12	1%	1019	**20%**
	Stone Veneer	356	26%	144	13%	336	18%	300	35%	1136	**22%**
	Splitface CMU	270	20%	620	55%	647	35%	536	63%	2073	**40%**
Secondary	Stucco	51	4%	0	0%	349	19%	0	0%	400	**8%**
	Metal	138	10%	358	32%	75	4%	8	1%	578	**11%**
Total Area (SF)		1374	100%	1122	100%	1854	100%	856	100%	5205	**100%**

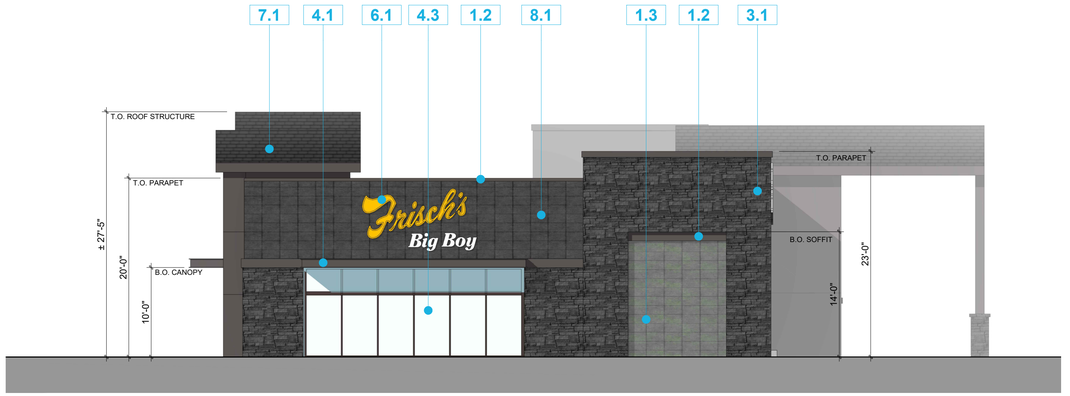
PAD 1 ELEVATIONS

01

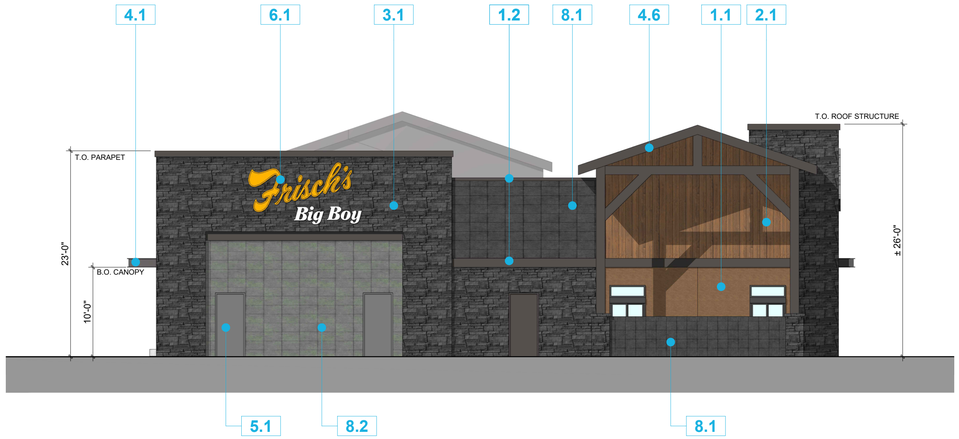
08/28/2025



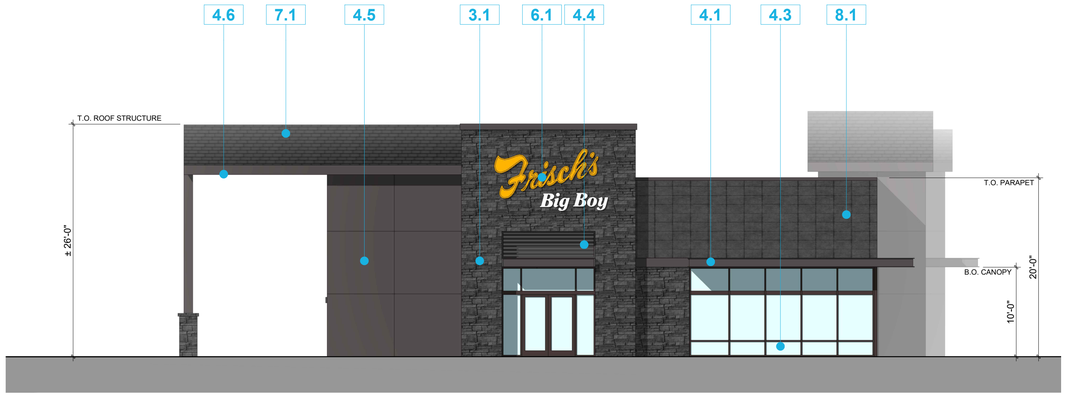
01-FRONT ELEVATION



02- RIGHT ELEVATION



03-REAR ELEVATION



04-LEFT ELEVATION

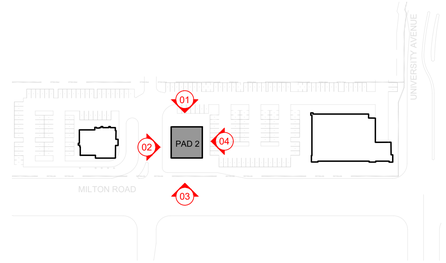
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250644 ktgy

MILLTOWN RETAIL FLAGSTAFF
FLAGSTAFF, AZ

0 8 16 32



KEY PLAN - N.T.S.

MATERIAL LEGEND

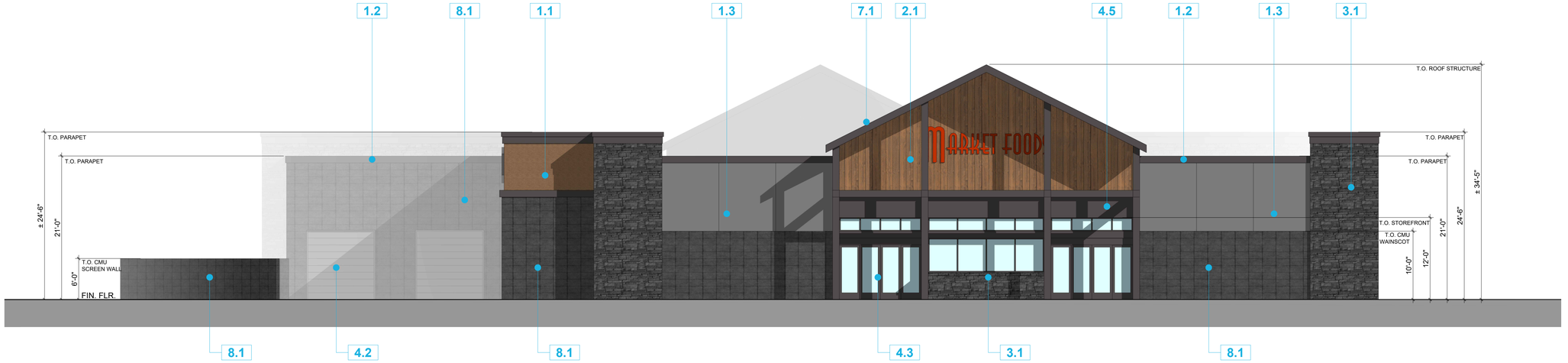
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8.2 SPLITFACE CMU BLOCK (GRAY)

Material Percentage		Front		Left		Rear		Right		Total	
Primary	Wood Siding	399	32%	0	0%	250	16%	0	0%	649	**13%**
	Stone Veneer	311	25%	407	34%	680	45%	449	38%	1847	**36%**
	Splitface CMU	359	29%	234	20%	378	25%	472	40%	1443	**28%**
Secondary	Stucco	28	2%	17	1%	167	11%	0	0%	212	**4%**
	Metal	139	11%	537	45%	46	3%	263	22%	985	**19%**
Total Area (SF)		1237	100%	1195	100%	1520	100%	1184	100%	5136	**100%**

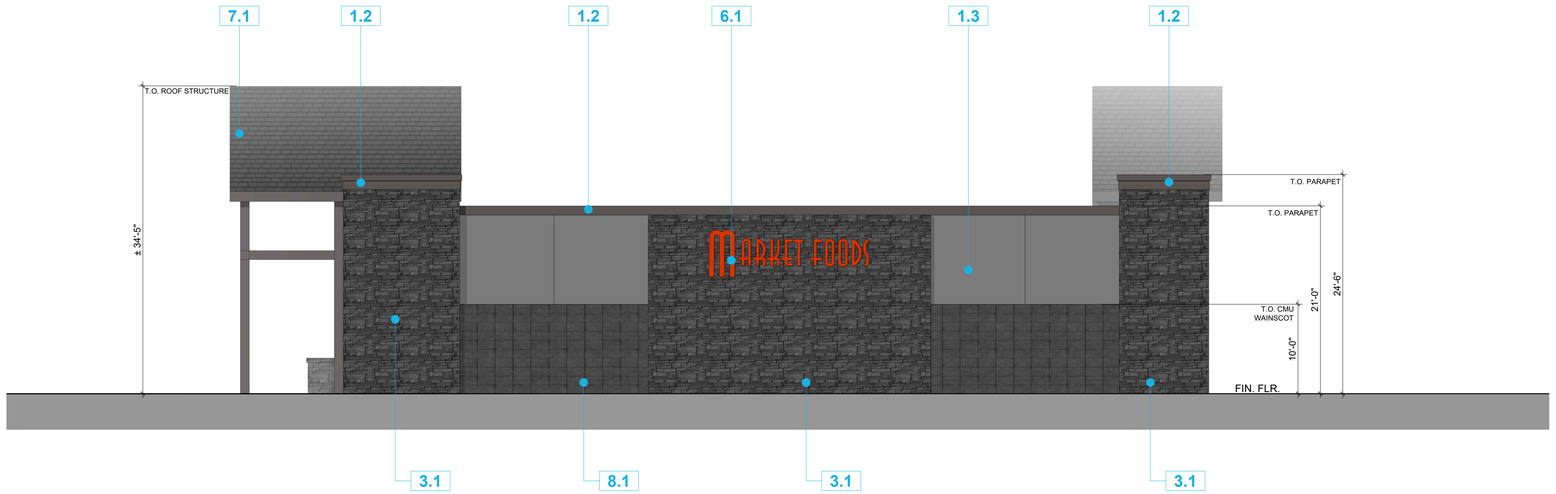
PAD 2 ELEVATIONS

02

08/28/2025



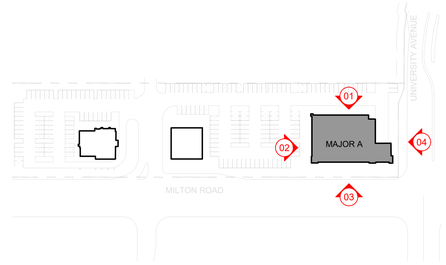
01-FRONT ELEVATION



02- RIGHT ELEVATION

NOTE:
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KEY PLAN - N.T.S.

MATERIAL LEGEND

1.1 STUCCO (BROWN)
1.2 STUCCO (GRAY)
1.3 STUCCO (LIGHT GRAY)
2.1 SIDING
3.1 STONE VENEER
4.1 METAL CANOPY
4.3 STOREFRONT SYSTEM
4.4 METAL LOUVER
4.5 METAL PANELS
4.6 CANOPY OVER DRIVE-THROUGH AISLE
5.1 HM DOOR
6.1 SIGNAGE
7.1 ROOF TILE
8.1 SPLITFACE CMU BLOCK (BLACK)
8.2 SPLITFACE CMU BLOCK (GRAY)

Material Percentage		Front		Left		Rear		Right		Total	
Primary	Wood Siding	554	18%	0	0%	854	21%	0	0%	1407	**11%**
	Stone Veneer	531	17%	487	22%	913	23%	3212	78%	5144	**39%**
	Splitface CMU	1185	38%	1320	61%	1454	36%	421	10%	4381	**33%**
Secondary	Stucco	589	19%	367	17%	769	19%	464	11%	2189	**16%**
	Metal	241	8%	0	0%	0	0%	0	0%	241	**2%**
Total Area (SF)		3100	100%	2174	100%	3990	100%	4097	100%	13361	**100%**

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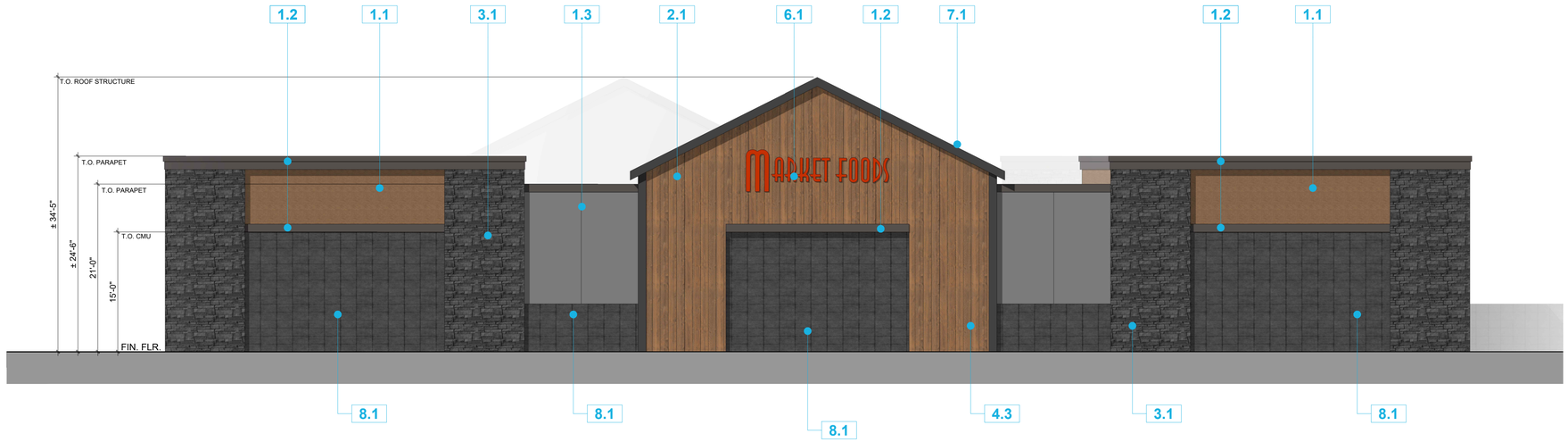
MILLTOWN RETAIL FLAGSTAFF
FLAGSTAFF, AZ

0 4 8 16

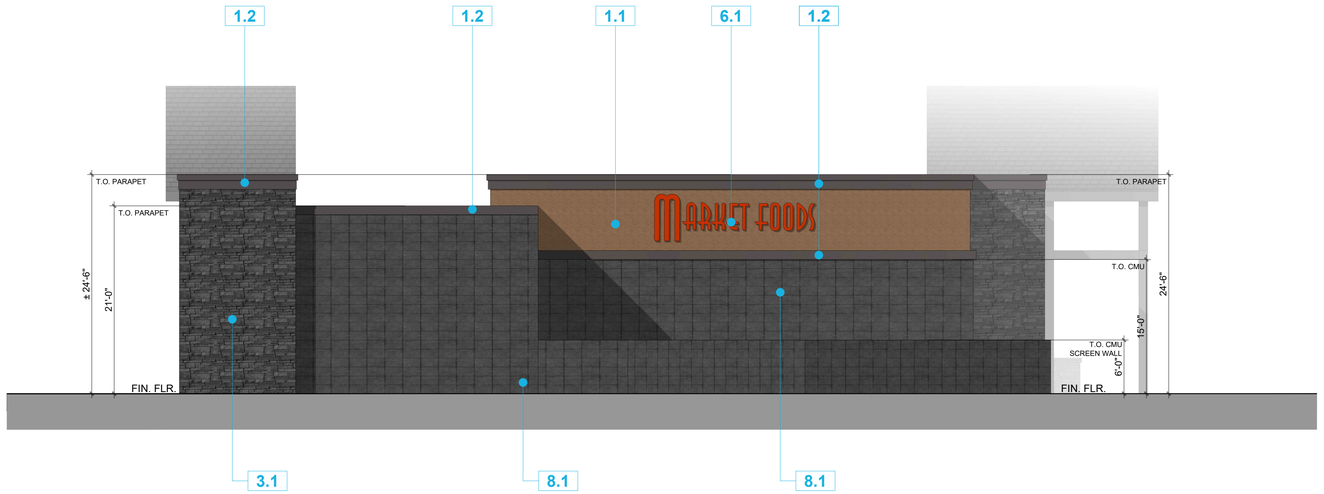
MAJOR A ELEVATIONS

03

08/28/2025



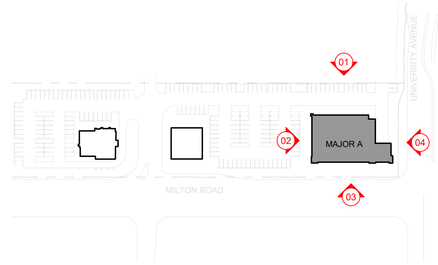
03- REAR ELEVATION



04- LEFT ELEVATION

NOTE:
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KEY PLAN - N.T.S.

MATERIAL LEGEND

1.1 STUCCO (BROWN)
1.2 STUCCO (GRAY)
1.3 STUCCO (LIGHT GRAY)
2.1 SIDING
3.1 STONE VENEER
4.1 METAL CANOPY
4.3 STOREFRONT SYSTEM
4.4 METAL LOUVER
4.5 METAL PANELS
4.6 CANOPY OVER DRIVE-THROUGH AISLE
5.1 HM DOOR
6.1 SIGNAGE
7.1 ROOF TILE
8.1 SPLITFACE CMU BLOCK (BLACK)
8.2 SPLITFACE CMU BLOCK (GRAY)

Material Percentage		Front		Left		Rear		Right		Total	
Primary	Wood Siding	554	18%	0	0%	854	21%	0	0%	1407	**11%**
	Stone Veneer	531	17%	487	22%	913	23%	3212	78%	5144	**39%**
	Splitface CMU	1185	38%	1320	61%	1454	36%	421	10%	4381	**33%**
Secondary	Stucco	589	19%	367	17%	769	19%	464	11%	2189	**16%**
	Metal	241	8%	0	0%	0	0%	0	0%	241	**2%**
Total Area (SF)		3100	100%	2174	100%	3990	100%	4097	100%	13361	**100%**

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MILLTOWN RETAIL FLAGSTAFF
FLAGSTAFF, AZ

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MAJOR A ELEVATIONS

04

08/28/2025

1.1
STUCCO
SMOOTH FINISH
SW 6095 TOASTY
(SHERWIN WILLIAMS)

1.2
STUCCO
SMOOTH FINISH
SW 9600 ARMORY
(SHERWIN WILLIAMS)

1.3
STUCCO
SMOOTH FINISH
SW 2849 WESTCHESTER GRAY
(SHERWIN WILLIAMS)

EXTERIOR MATERIAL LOG

Drawing Material Key	Material Description	Product/Color	Manufacturer
1.1	Stucco	SW 6095 Toasty LRV: 19	Sherwin Williams
1.2	Stucco	SW 9600 Armory LRV: 5	Sherwin Williams
1.2	Stucco	SW 2849 Westchester Gray LRV: 19	Sherwin Williams
2.1	Siding	Hardie Panel, Sierra 8 Texture Painted to Match brown stucco LRV: 27	James Hardie
3.1	Stone Veneer	Country Ledgestone, Gunnison	Cultured Stone
4.1	Metal Canopy	Custom, Black LRV: 8	Reynobond
4.2	Metal Roll-Up Door	Black	Overhead Door
4.3	Metal Storefront System	Anodized Plus, "Dark Bronze" YB5N	YKK
4.4	Metal Louvers	Anodized, Painted to Match SW 9600 Armory	TBD
4.5	Metal Panels	Black LRV: 8	Reynobond
4.6	Canopy over Drive-Through Aisle	Black LRV: 8	Reynobond
5.1	Vinyl Window and Door System	Black	MI Windows
6.1	Signage	TBD	TBD
7.1	Asphalt Shingle Roof	Landmark, Moire Black, SRI (Solar Reflectance Index): 17	Certainteed
8.1	CMU BLOCK	BLACK 250 MW	ORCO
8.2	CMU BLOCK	GRAY LW	ORCO

2.1
SIDING
HARDIE PANEL
SIERRA 8 TEXTURE



3.1
STONE
CULTURED STONE
COUNTRY LEDGESTONE
GUNNISON



4.1
METAL CANOPY
REYNOBOND
PAINTED TO MATCH (1.2)

4.2
METAL ROLL-UP DOOR
OVERHEAD DOOR
PAINTED TO MATCH (1.3)

4.3
METAL STOREFRONT SYSTEM
ANODIZED PLUS
DARK BRONZE

4.4
METAL LOUVERS
ANODIZED
PAINTED TO MATCH 1.2

4.5
METAL PANELS
REYNOBOND
PAINTED TO MATCH (1.2)

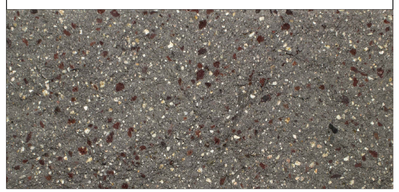
4.6
CANOPY OVER DRIVE-THRU AISLE
REYNOBOND
PAINTED TO MATCH (1.2)

5.1
HM DOOR
SMOOTH FINISH
PAINTED TO MATCH ADJACENT

7.1
ASPHALT SHINGLE ROOF
CERTAINTEED
LANDMARK
MOIRE BLACK



8.1
CMU BLOCK
ORCO
BLACK 250 MW
SPLIT FACE



8.2
CMU BLOCK
ORCO
GRAY LW
SPLIT FACE



NOTE:
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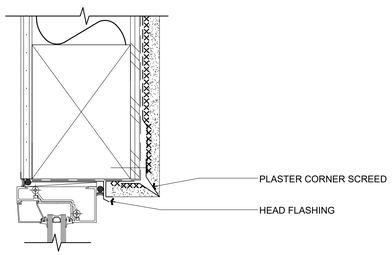
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MILLTOWN RETAIL FLAGSTAFF
FLAGSTAFF, AZ

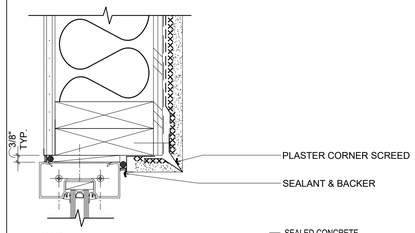
MATERIAL BOARD

05

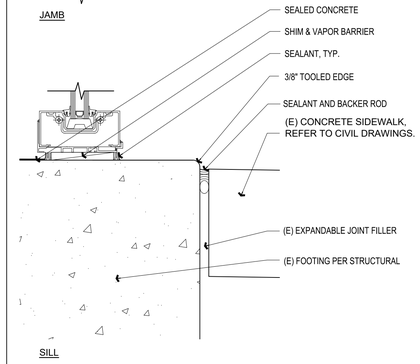
08/28/2025



HEAD

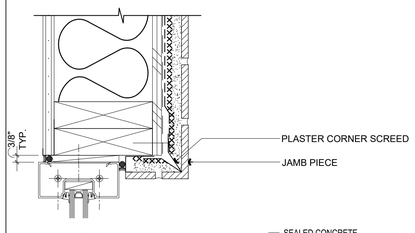


JAMB

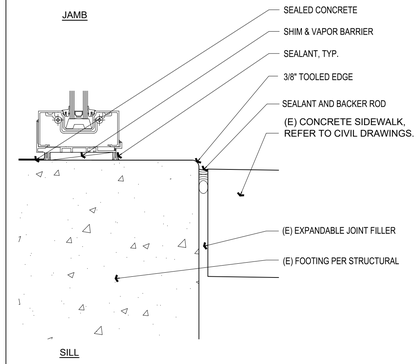


SILL

WINDOW WALL @ STUCCO	SCALE 3"=1'-0"	3

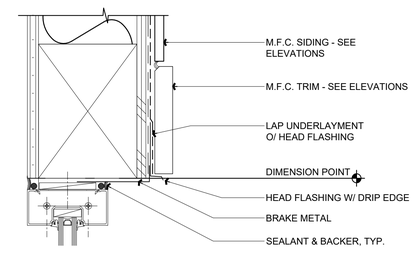


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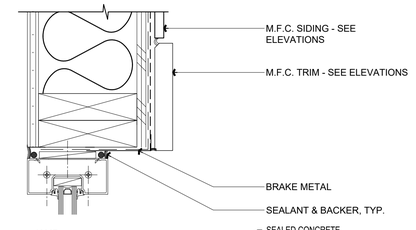


SILL

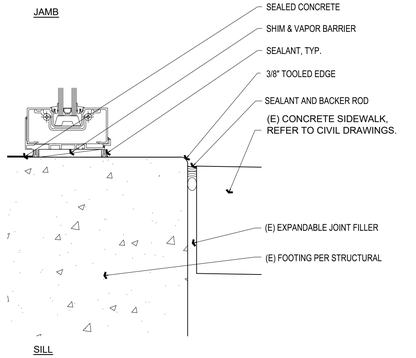
WIN. WALL @ STONE VENEER	SCALE 3"=1'-0"	2



HEAD



JAMB



SILL

WIN. WALL @ M.F.C. SIDING	SCALE 3"=1'-0"	1

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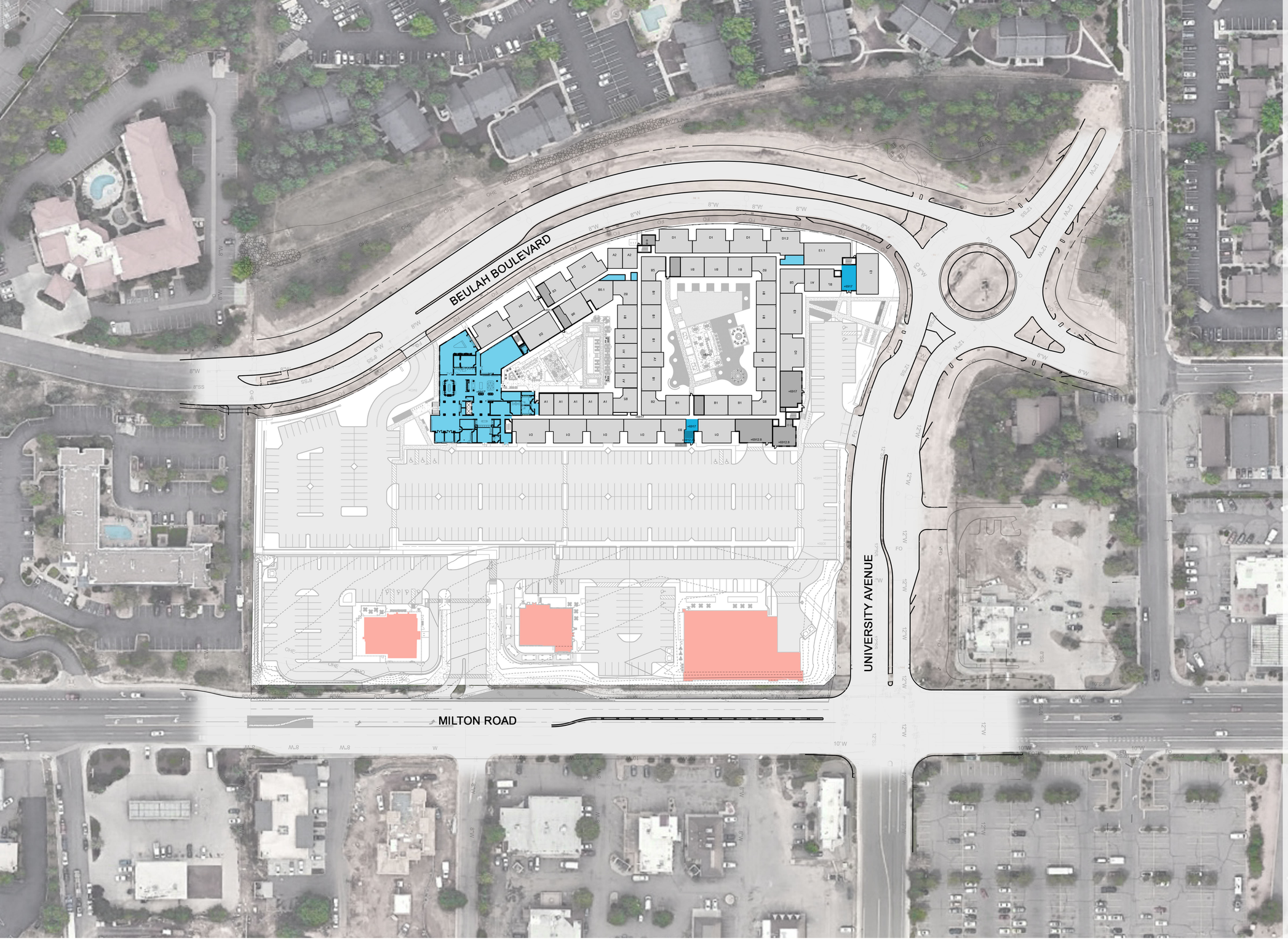
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MILLTOWN RETAIL FLAGSTAFF
FLAGSTAFF, AZ

TYPICAL GLAZING DETAILS

06

08/28/2025



BUILDING FLOOR PLANS

RESIDENTIAL SITE

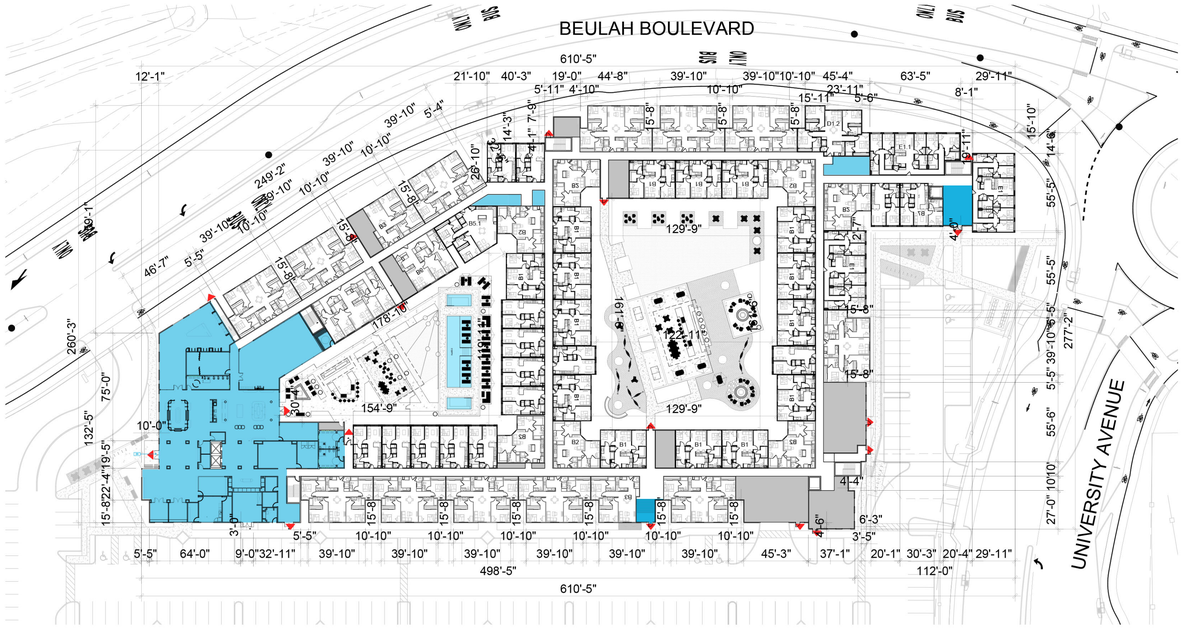
SITE	
SITE AREA	±12.29 ACRES
DENSITY	21.56 DU / ACRE
BEDROOM DENSITY	54.4 BED / ACRE

BUILDING	
FLOORS	4 FLOORS

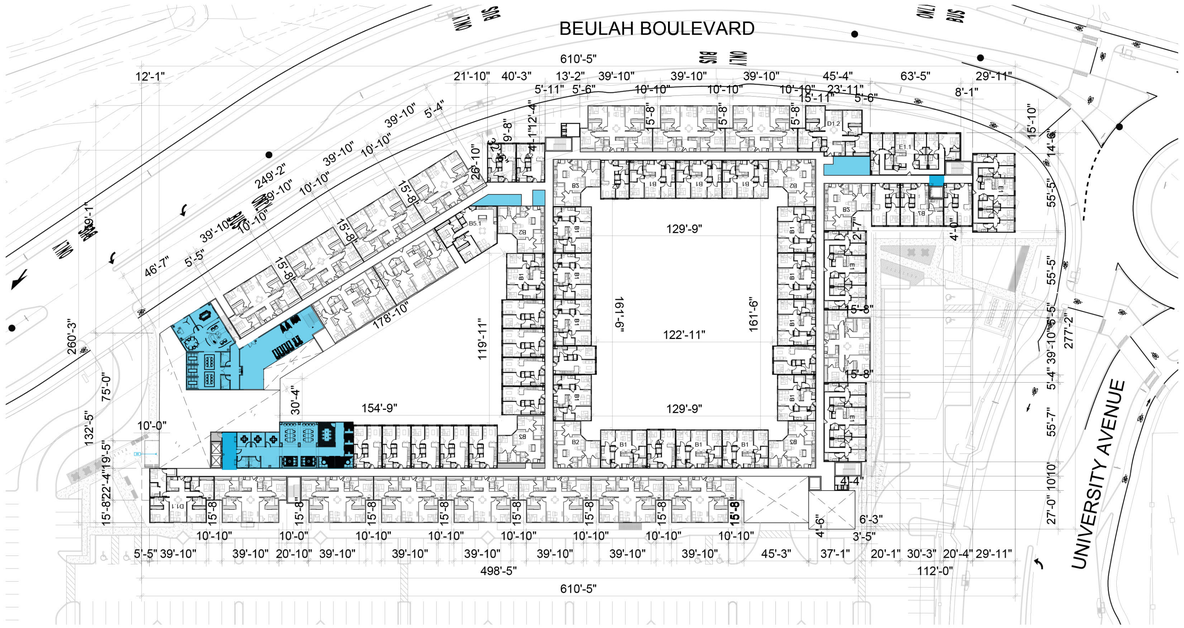
AREA	
NET RESIDENTIAL	276,380 SF
AMENITY	±22,167 SF
GROSS RESIDENTIAL	±353,014 SF
RESIDENTIAL EFFICIENCY	78%
NET AREA PER UNIT	1,043 SF
NET AREA PER BED	413 SF

UNIT MIX

STUDIOS / 1 BATH				
UNIT A1	603 SF	51 DU	51 BD	19.2%
UNIT A2	544 SF	14 DU	14 BD	5.3%
2 BEDROOMS / 2 BATH				
UNIT B1	855 SF	62 DU	124 BD	23.4%
UNIT B2	921 SF	30 DU	60 BD	11.3%
UNIT B3	934 SF	2 DU	4 BD	0.8%
UNIT B4	974 SF	2 DU	4 BD	0.8%
UNIT B5.1	1,169 SF	4 DU	8 BD	1.5%
UNIT B6	1,082 SF	1 DU	2 BD	0.4%
UNIT B7	797 SF	4 DU	8 BD	1.5%
4 BEDROOMS / 4 BATH				
UNIT D1	1,477 SF	63 DU	268 BD	23.8%
UNIT D1.1	1,491 SF	3 DU	12 BD	1.1%
UNIT D1.2	1,485 SF	4 DU	12 BD	1.5%
UNIT D2	1,621 SF	11 DU	76 BD	4.2%
5 BEDROOMS / 5 BATH				
UNIT E1	1,633 SF	10 DU	50 BD	3.8%
UNIT E1.1	1,746 SF	4 DU	20 BD	1.5%
TOTAL		**265 UNITS**	**669 BEDS**	



FLOOR 1



FLOOR 2

FLOOR 3

FLOOR 4

BUILDING FLOOR PLANS

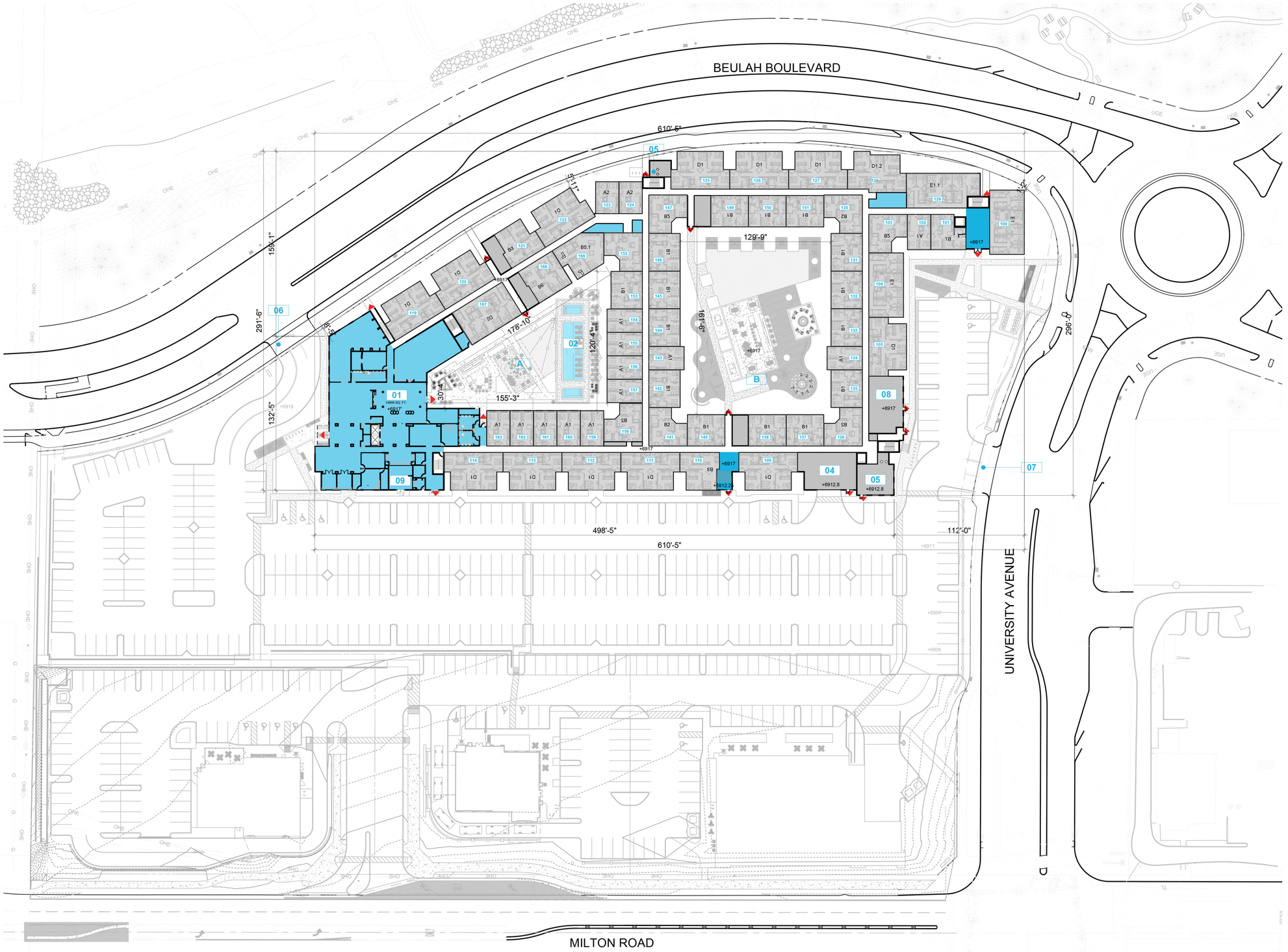
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MILLTOWN MIXED USE
FLAGSTAFF, AZ

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2

09/18/2025



BUILDING FLOOR PLANS

FIRST FLOOR

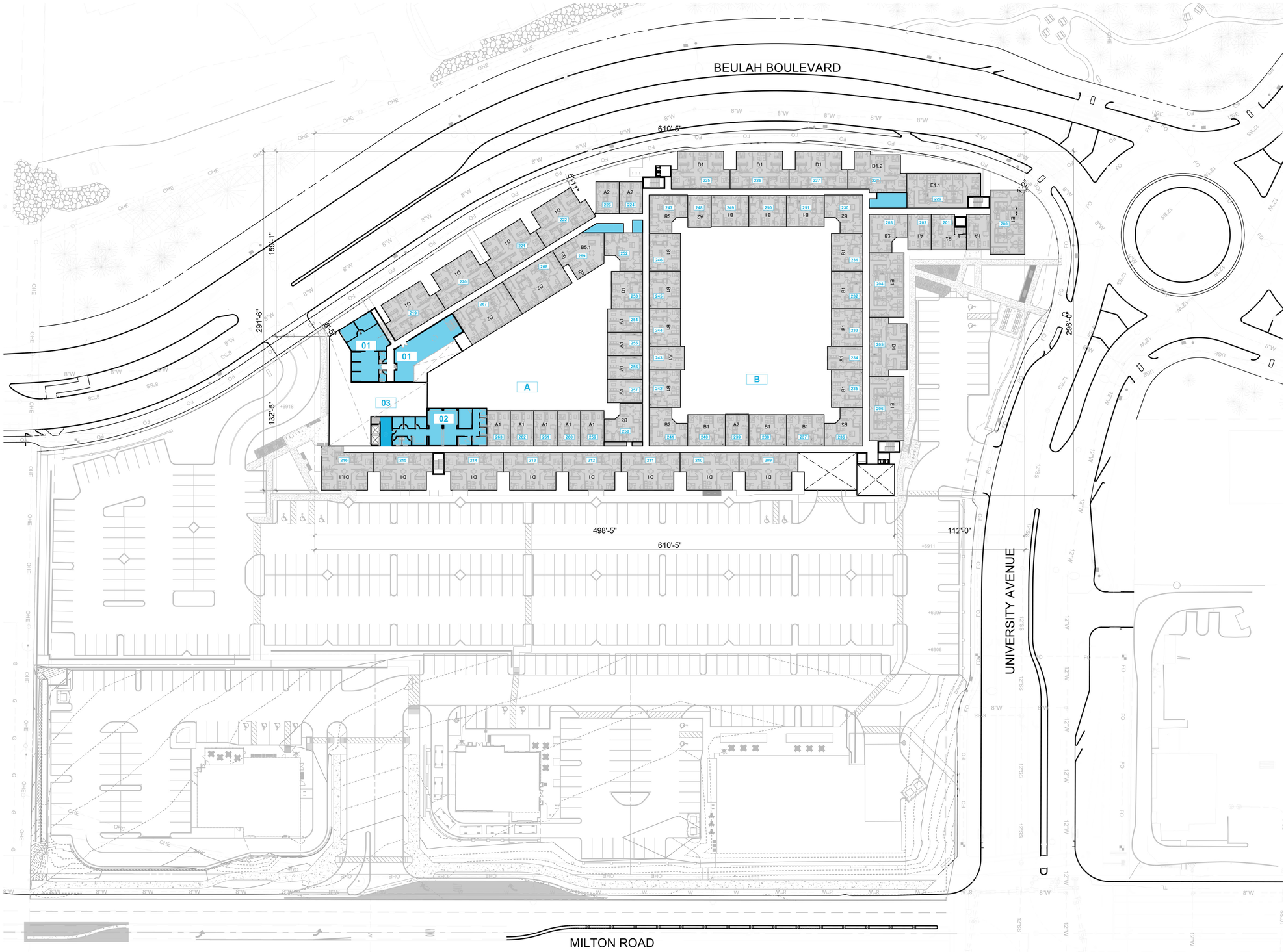
01 LEASING / AMENITY
02 POOL
03 LOBBY
04 LOADING
05 TRASH ROOM
06 VEHICULAR ENTRY
07 SECONDARY VEHICULAR ENTRY
08 ELECTRICAL/MECHANICAL
09 BIKE STORAGE

A POOL COURTYARD
B COURTYARD

20240101 ktgy

MILLTOWN MIXED USE
FLAGSTAFF, AZ

0 20 40 80



BUILDING FLOOR PLANS

SECOND FLOOR

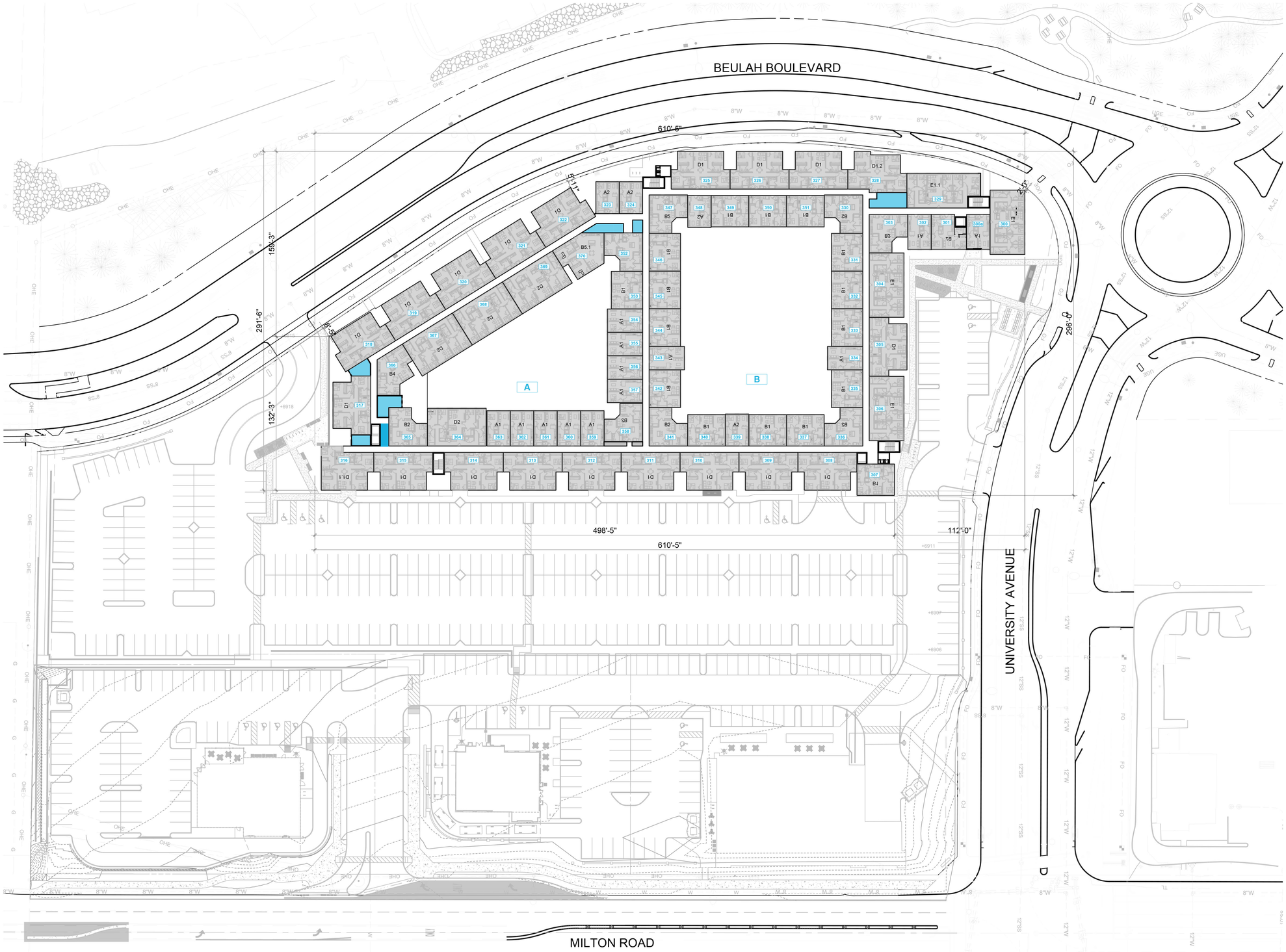
01 AMENITY
02 STUDY/CONFERENCE ROOMS
03 ELEVATOR LOBBY

A POOL COURTYARD
B COURTYARD

20240101 ktgy

MILLTOWN MIXED USE
FLAGSTAFF, AZ

0 20 40 80



BUILDING FLOOR PLANS

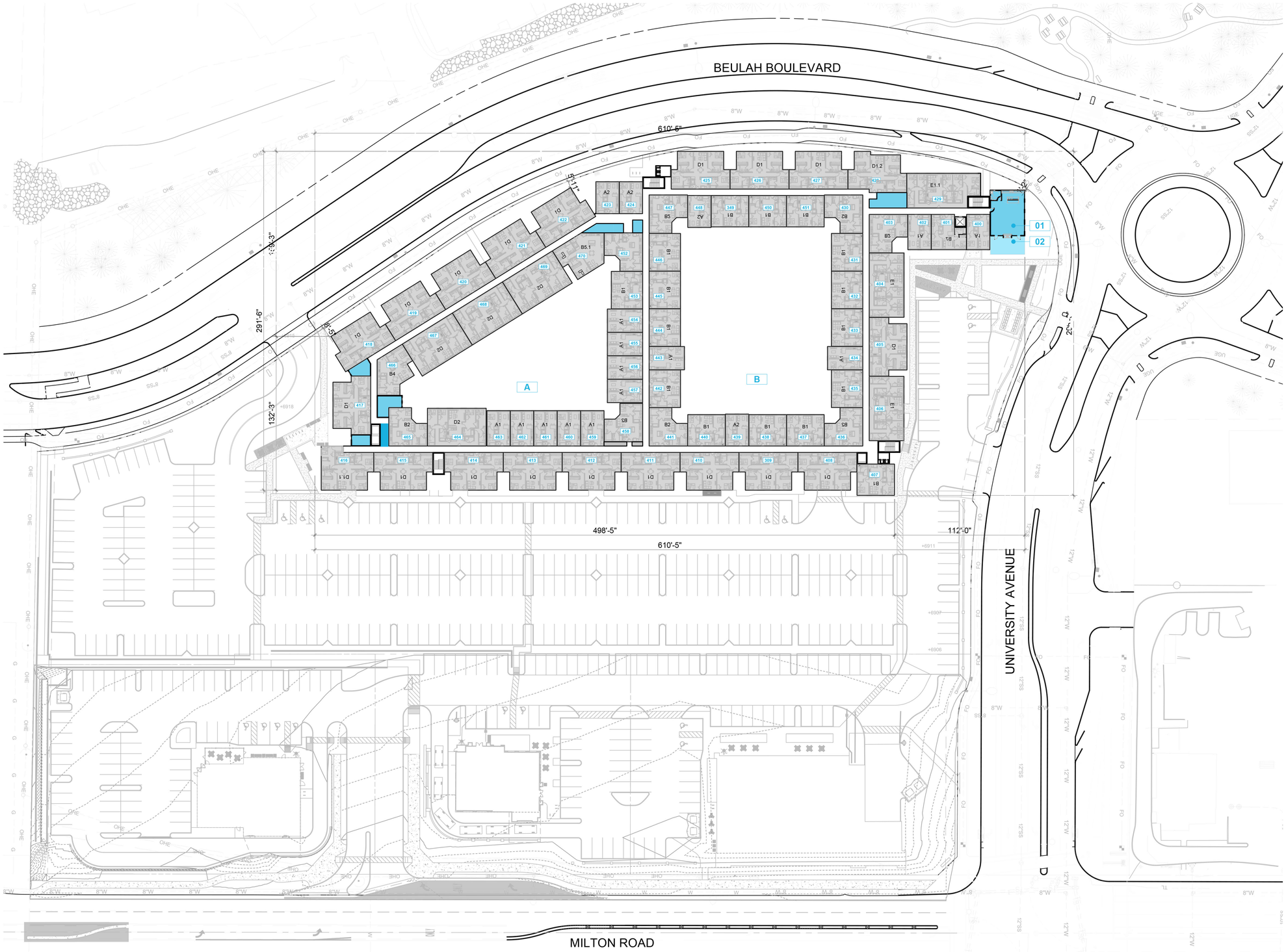
THIRD FLOOR

A POOL COURTYARD
B COURTYARD

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FLAGSTAFF, AZ

0 20 40 80



BUILDING FLOOR PLANS

FOURTH FLOOR

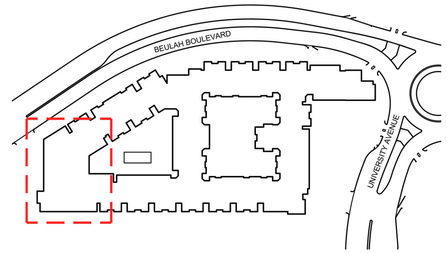
01 SKY LOUNGE
02 EXTERIOR SKY LOUNGE

A POOL COURTYARD
B COURTYARD

20240101 ktgy

MILLTOWN MIXED USE
FLAGSTAFF, AZ

0 20 40 80



KEY PLAN - N.T.S.

BUILDING FLOOR PLANS

ENLARGED PLAN
LEVEL 1 - AMENITY

01 RECEPTION
02 LEASING LOUNGE
03 MANAGER OFFICE
04 LEASING WORK ROOM
05 LEASING BREAK ROOM
06 WORK ROOM STORAGE
07 CONFERENCE ROOM
08 BICYCLE STORAGE
09 PET SPA
10 SKI/SNOWBOARD STORAGE
11 MECHANICAL ROOM
12 GRAB 'N GO MARKET
13 STORAGE
14 UBER EATS DROP OFF
15 ELEVATOR LOBBY
16 LOCKERS/PACKAGE ROOM
17 THE NEST
18 OVERSIZED PACKAGE ROOM
19 RESTROOM
20 POOL VESTIBULE
21 VESTIBULE
22 GAMING LOUNGE
23 CONVERSATIONAL FIREPIT
24 CAFE
25 FITNESS
26 WELLNESS STUDIO/MASSAGE ROOM
27 STUDY LOUNGE
28 SAUNA
29 IT ROOM

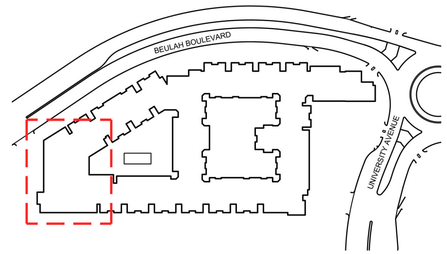
A POOL COURTYARD

20240101 ktgy

MILLTOWN MIXED USE
FLAGSTAFF, AZ

0 4 8 16





KEY PLAN - N.T.S.

BUILDING FLOOR PLANS

ENLARGED PLAN
LEVEL 2 - AMENITY

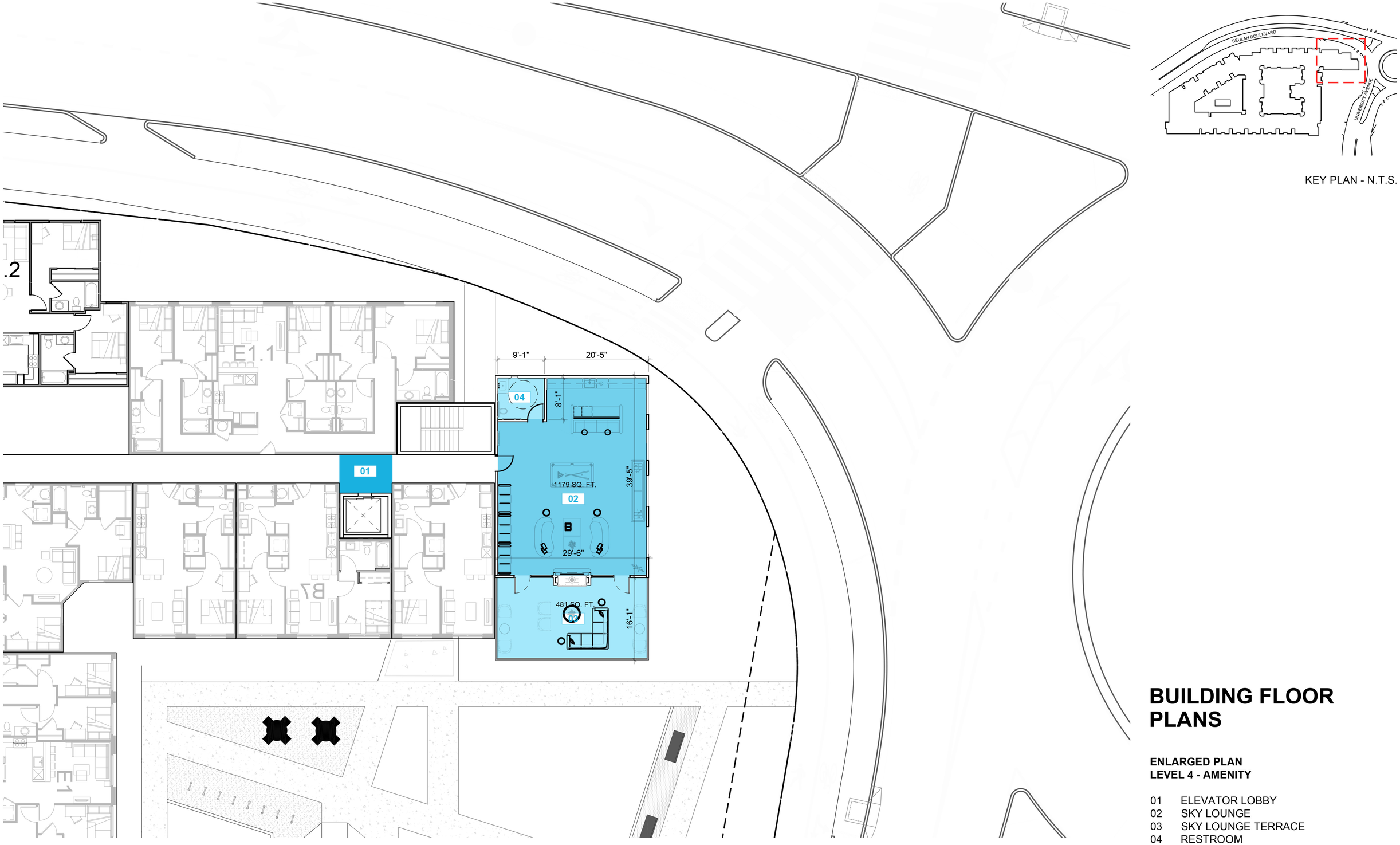
01 ELEVATOR LOBBY
02 LIBRARY
03 RESTROOMS
04 PRINTING/REFRESHMENT STATION
05 MECHANICAL
06 STUDY LOUNGE
07 CONTENT ROOM
08 FITNESS
09 OPEN TO BELOW

A POOL COURTYARD

20240101 ktgy

MILLTOWN MIXED USE
FLAGSTAFF, AZ

0 4 8 16



KEY PLAN - N.T.S.

BUILDING FLOOR PLANS

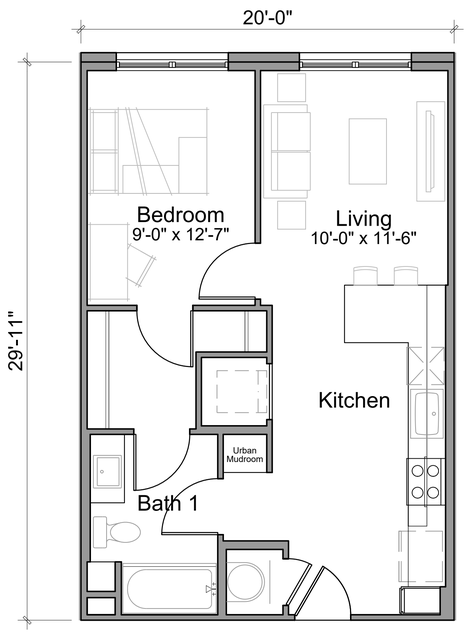
ENLARGED PLAN
LEVEL 4 - AMENITY

01 ELEVATOR LOBBY
02 SKY LOUNGE
03 SKY LOUNGE TERRACE
04 RESTROOM

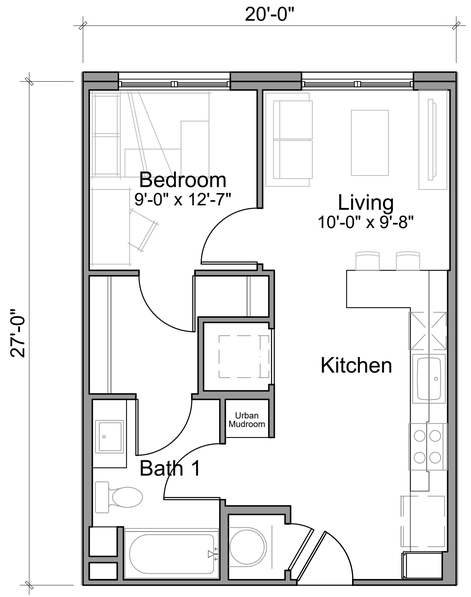
20240101 ktgy

MILLTOWN MIXED USE
FLAGSTAFF, AZ

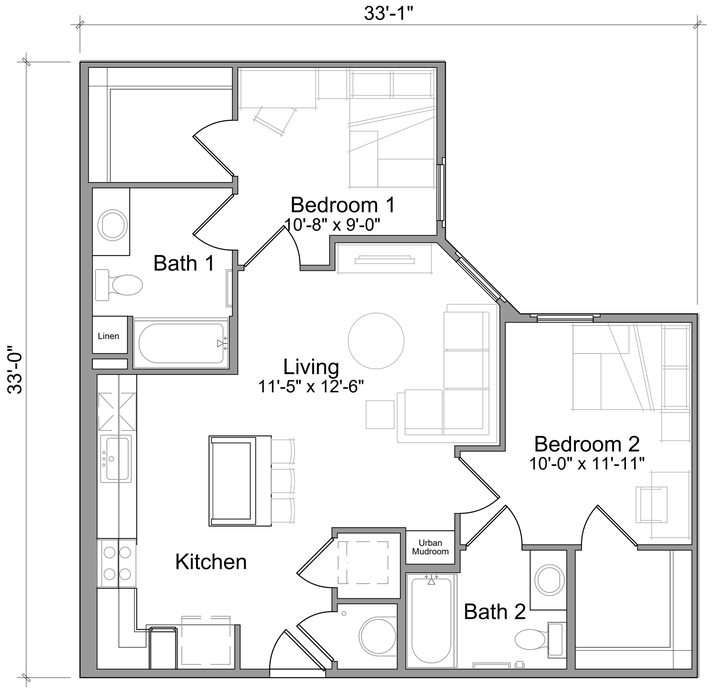
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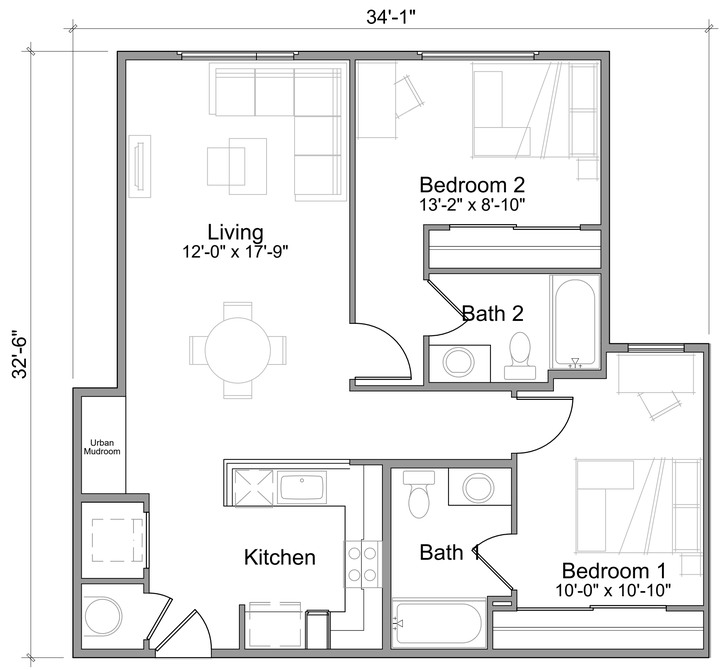
Unit A1
1 Bedroom - 1 Bathroom
603 GSF



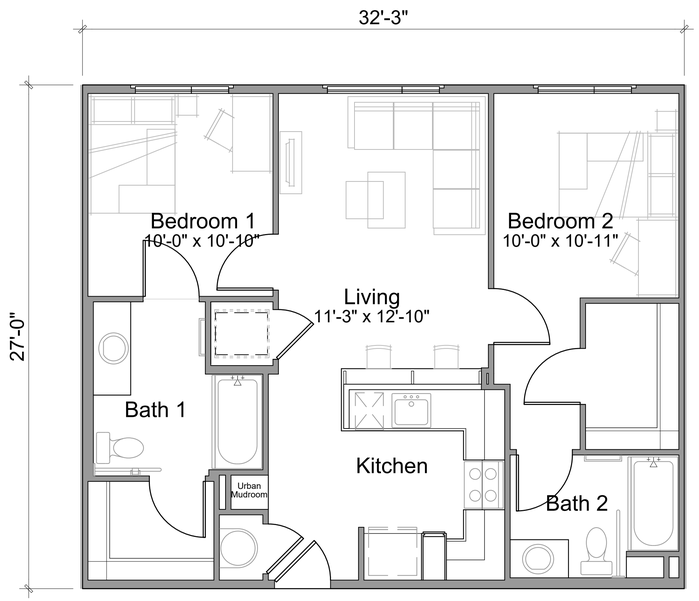
Unit A2
1 Bedroom - 1 Bathroom
544 GSF



Unit B2
2 Bedrooms - 2 Bathroom
921 GSF



Unit B3
2 Bedrooms - 2 Bathroom
983 GSF



Unit B1
2 Bedrooms - 2 Bathroom
875 GSF

20240101 ktgy

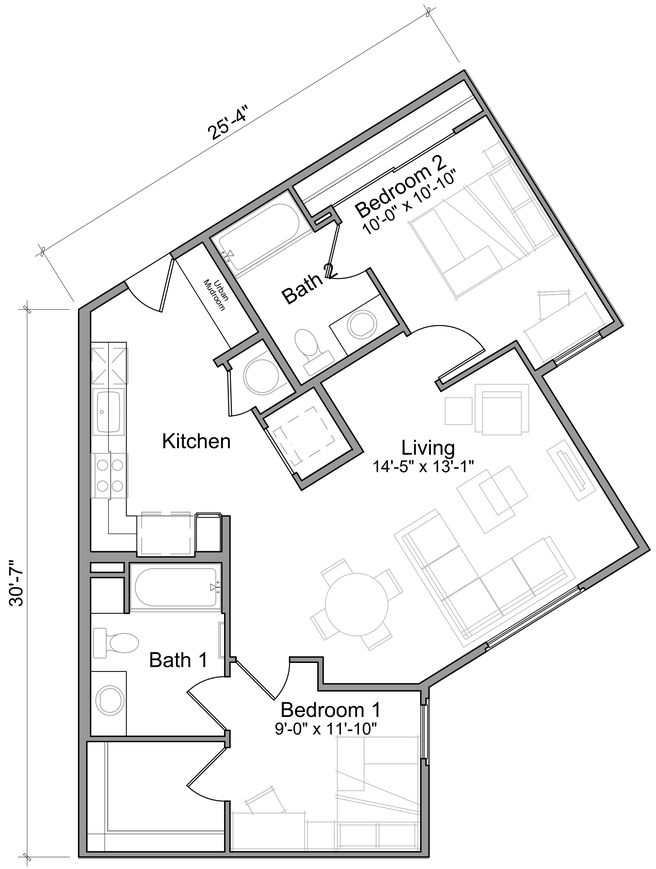
MILLTOWN MIXED USE
FLAGSTAFF, AZ

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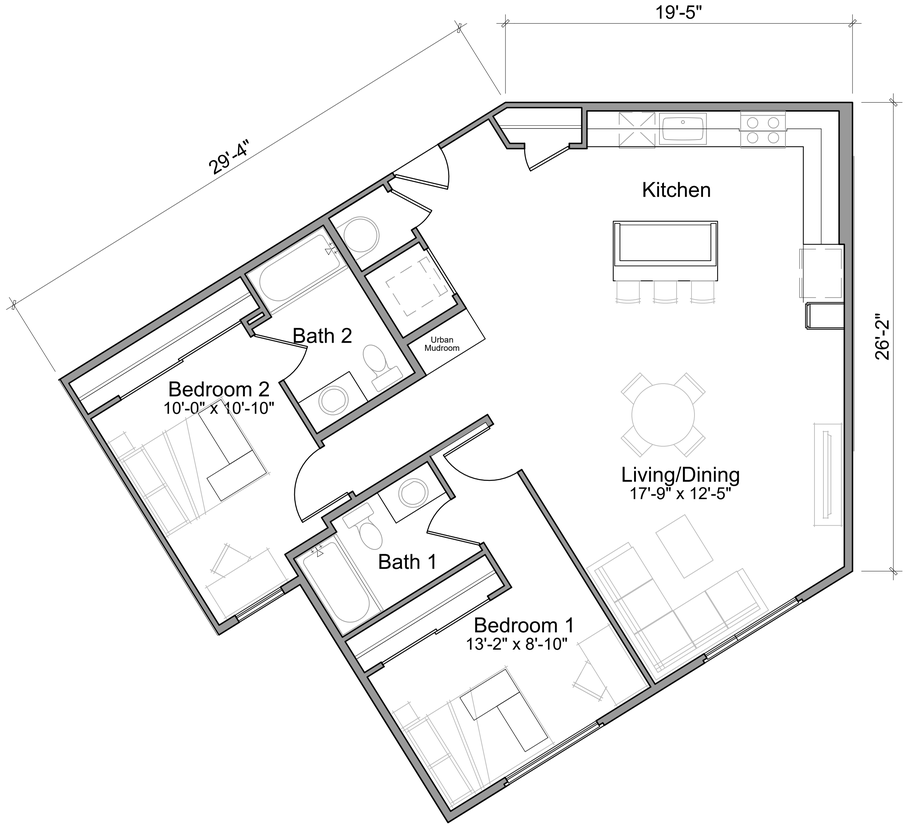
UNIT PLANS

10

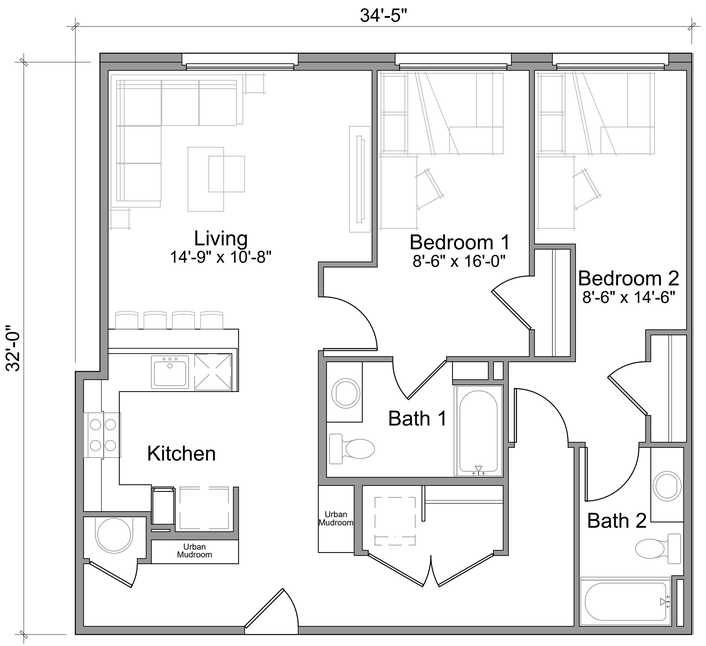
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Unit B4
2 Bedrooms - 2 Bathroom
974 GSF



Unit B5
2 Bedrooms - 2 Bathroom
1,169 GSF



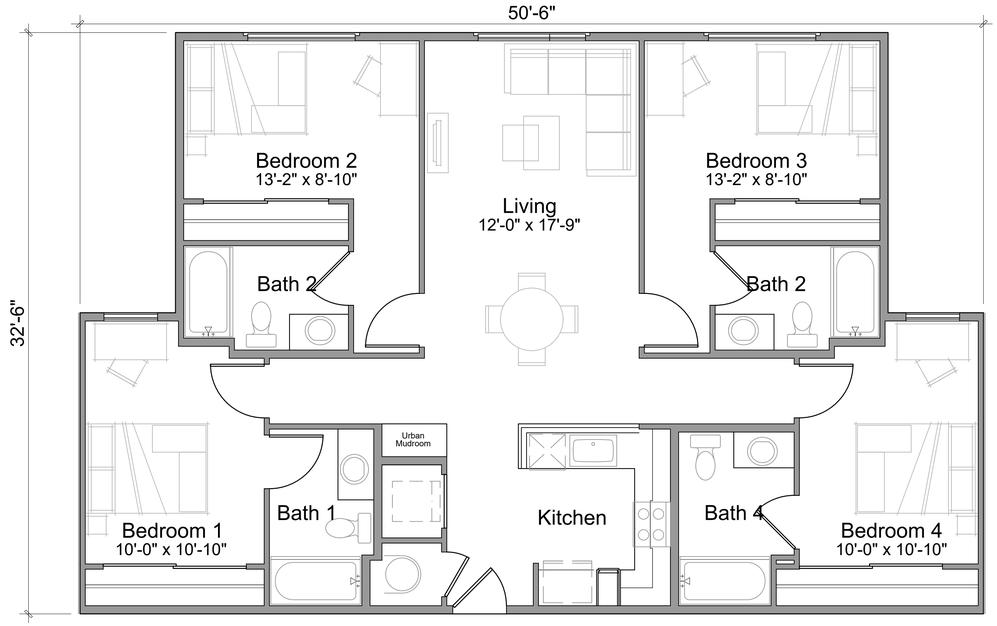
Unit B6
2 Bedroom - 2 Bathroom
1,082 GSF

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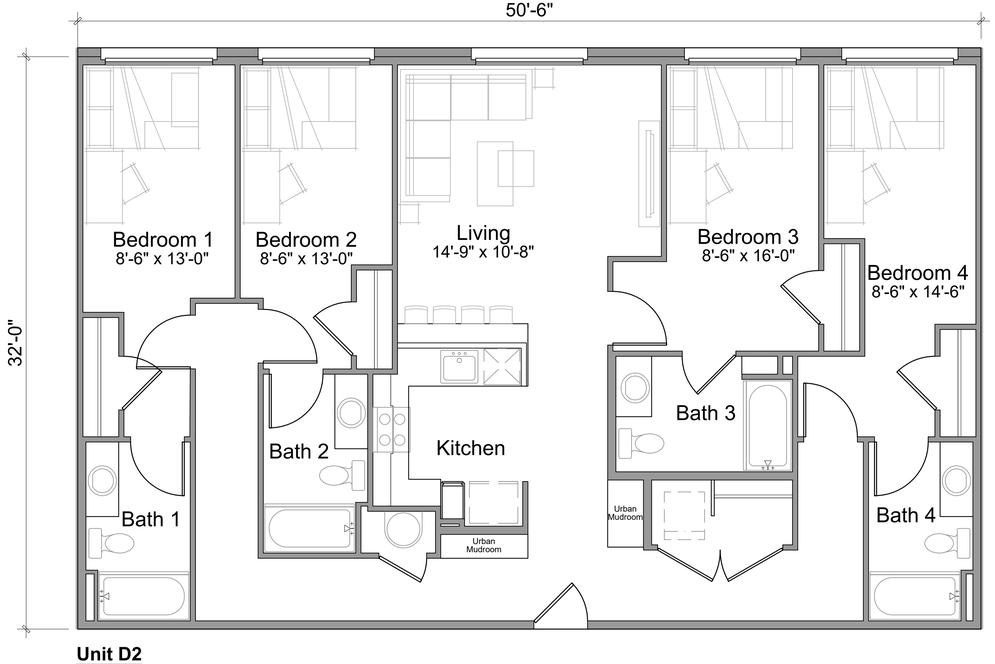
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FLAGSTAFF, AZ

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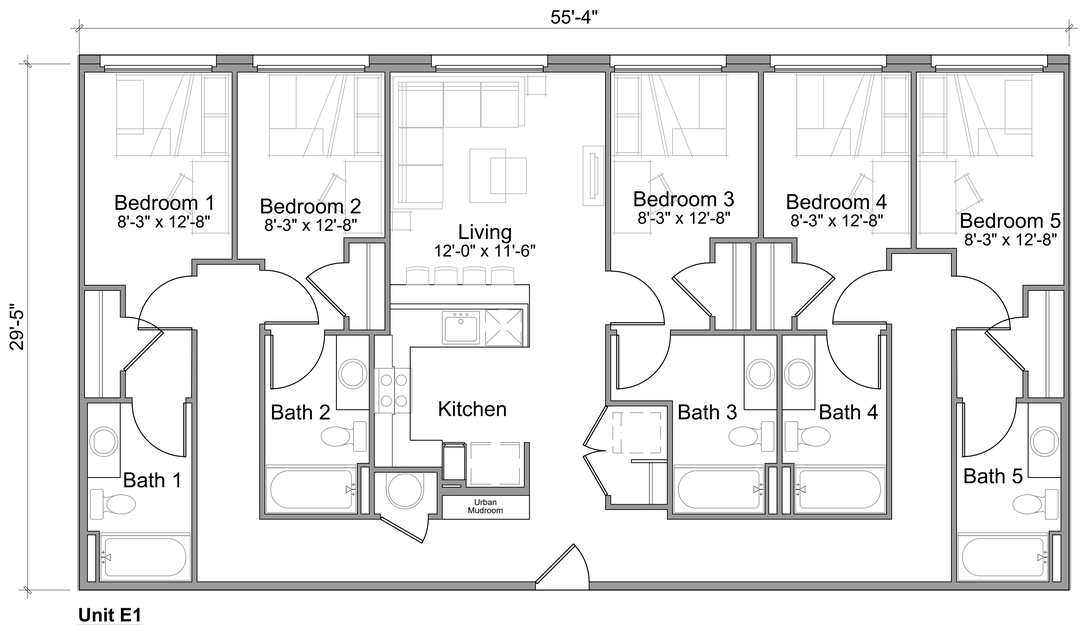
UNIT PLANS



Unit D1
4 Bedroom - 4 Bathroom
1,477 GSF



Unit D2
4 Bedroom - 4 Bathroom
1,621 GSF



Unit E1
5 Bedroom - 5 Bathroom
1,633 GSF

UNIT PLANS

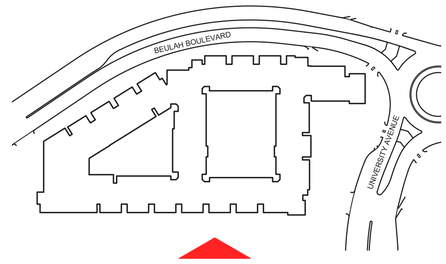
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FLAGSTAFF, AZ

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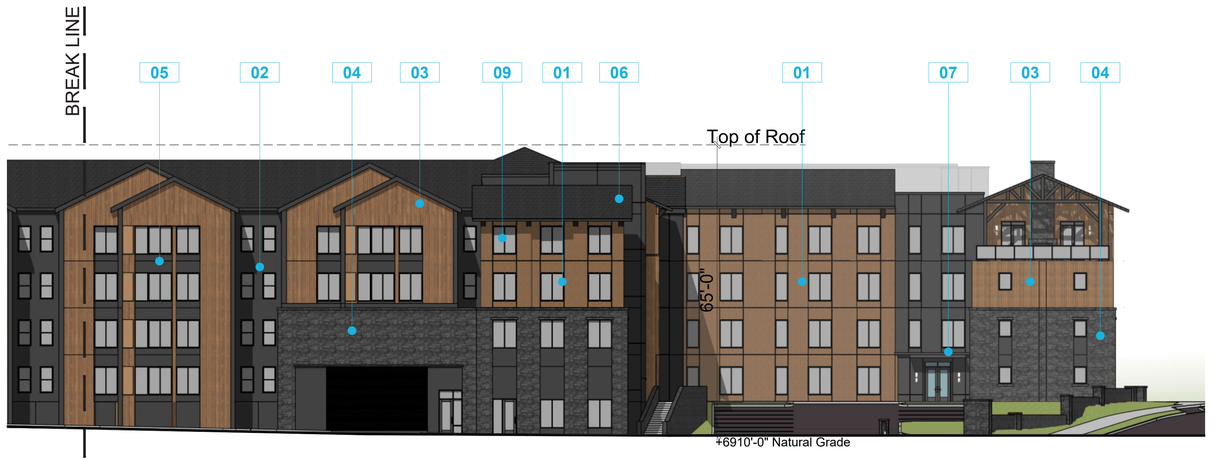
KEY ELEVATION - N.T.S.



KEY PLAN - N.T.S.



EAST ELEVATION



EAST ELEVATION

MATERIAL LEGEND

01	STUCCO (BROWN)
02	STUCCO (GRAY)
03	SIDING
04	STONE VENEER
05	CEMENTITIOUS PANEL
06	ROOF TILE
07	METAL CANOPY
08	SIGNAGE
09	VINYL WINDOW
10	STOREFRONT SYSTEM
11	ROLL-UP METAL DOOR

EXTERIOR ELEVATION MATERIAL TABULATION

Elevation	East		North		South		West		Total	
Wood Siding	9212	25%	6035	43%	1451	21%	9768	24%	26466	27%
Stucco	6810	19%	2840	20%	1100	16%	9735	24%	20485	21%
Stone Veneer	3725	10%	816	6%	1805	26%	1658	4%	8004	8%
Cementitious Panel	16449	45%	4502	32%	2460	36%	19297	48%	42708	44%
Total Area	36196	100%	14193	100%	6816	100%	40458	100%	97663	100%

NOTE:
ALL SIGNAGE SHOWN IS CONCEPTUAL AND MAY BE ADJUSTED AS THE DESIGN OF THE BUILDING DEVELOPS.

THE COLOR OF THE EXTERIOR FINISHES MAY BE ADJUSTED AS THE DESIGN OF THE BUILDING DEVELOPS, BUT THE OVERALL DESIGN CONCEPT WILL REMAIN THE SAME.

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FLAGSTAFF, AZ

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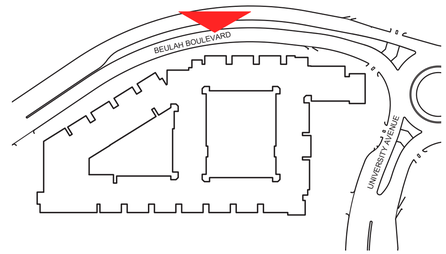
ELEVATIONS

13

09/18/2025



KEY ELEVATION - N.T.S.



KEY PLAN - N.T.S.



MATERIAL LEGEND

01	STUCCO (BROWN)
02	STUCCO (GRAY)
03	SIDING
04	STONE VENEER
05	CEMENTITIOUS PANEL
06	ROOF TILE
07	METAL CANOPY
08	SIGNAGE
09	VINYL WINDOW
10	STOREFRONT SYSTEM
11	ROLL-UP METAL DOOR

EXTERIOR ELEVATION MATERIAL TABULATION

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WEST ELEVATION

WEST ELEVATION **ELEVATIONS**

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FLAGSTAFF, AZ

0 8 16 32



NORTH ELEVATION



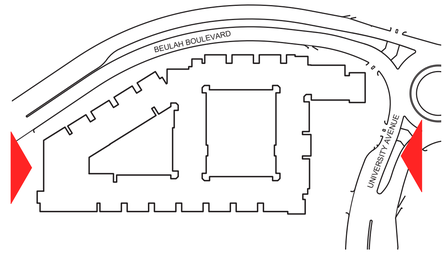
SOUTH ELEVATION

EXTERIOR ELEVATION MATERIAL TABULATION

Elevation	East		North		South		West		Total	
Wood Siding	9212	25%	6035	43%	1451	21%	9768	24%	26466	27%
Stucco	6810	19%	2840	20%	1100	16%	9735	24%	20485	21%
Stone Veneer	3725	10%	816	6%	1805	26%	1658	4%	8004	8%
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Total Area	36196	100%	14193	100%	6816	100%	40458	100%	97663	100%

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KEY PLAN - N.T.S.

MATERIAL LEGEND

01	STUCCO (BROWN)
02	STUCCO (GRAY)
03	SIDING
04	STONE VENEER
05	CEMENTITIOUS PANEL
06	ROOF TILE
07	METAL CANOPY
08	SIGNAGE
09	VINYL WINDOW
10	STOREFRONT SYSTEM
11	ROLL-UP METAL DOOR

20240101 ktgy

MILLTOWN MIXED USE
FLAGSTAFF, AZ

0 8 16 32

ELEVATIONS

15

09/18/2025



PARTIAL SOUTH ELEVATION



PARTIAL EAST ELEVATION

EXTERIOR MATERIAL LOG			
Drawing Material Key	Material Description	Product/Color	Manufacturer
1.1	Stucco	SW 6095 Toasty LRV: 19	Sherwin Williams
1.2	Stucco	SW 9600 Armory LRV: 5	Sherwin Williams
2.1	Siding	Hardie Panel, Sierra 8 Texture Painted to Match brown stucco LRV: 19	James Hardie
3.1	Stone	Country Ledgestone, Gunnison LRV: 5	Cultured Stone
3.2	Cementitious Panel	Artisan Architectural Panel Painted to Match Gray stucco (SW 9600 Armory) LRV: 5	James Hardie
4.1	Metal Canopy	Custom, Black LRV: 10	Reynobond
4.2	Metal Roll-Up Door	Black LRV: 10	Overhead Door
4.3	Metal Storefront System	Anodized Plus, "Dark Bronze" YB5N LRV: 5	YKK
5.1	Vinyl Window and Door System	Bronze LRV: 6	MI Windows
6.1	Signage	TBD	TBD
7.1	Asphalt Shingle Roof	Landmark, Moire Black, SRI (Solar Reflectance Index): 17 LRV: 10	Certainteed

1.1
STUCCO
SMOOTH FINISH
SW 6095 TOASTY
(SHERWIN WILLIAMS)



1.2
STUCCO
SMOOTH FINISH
SW 9600 ARMORY
(SHERWIN WILLIAMS)



2.1
SIDING
HARDIE PANEL
SIERRA 8 TEXTURE
PAINTED TO MATCH STUCCO (1.1)



3.1
STONE
CULTURED STONE
COUNTRY LEDGESTONE
GUNNISON



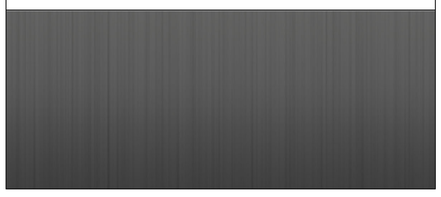
3.2
CEMENTITIOUS PANEL
HARDIE ARTISAN PANEL
PAINTED TO MATCH STUCCO (1.2)



4.1
METAL CANOPY
REYNOBOND
CUSTOM BLACK



4.2
METAL ROLL-UP DOOR
OVERHEAD DOOR
BLACK



4.3
METAL STOREFRONT SYSTEM
ANODIZED PLUS
DARK BRONZE



5.1
VINYL WINDOW AND DOOR SYSTEM
MI WINDOWS
BRONZE



7.1
ASPHALT SHINGLE ROOF
CERTAINTEED
LANDMARK
MOIRE BLACK



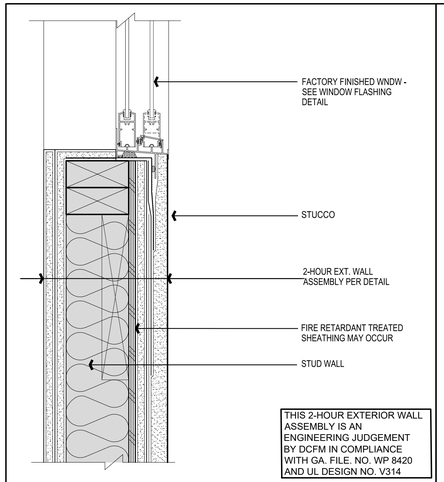
NOTE:
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MATERIAL BOARD

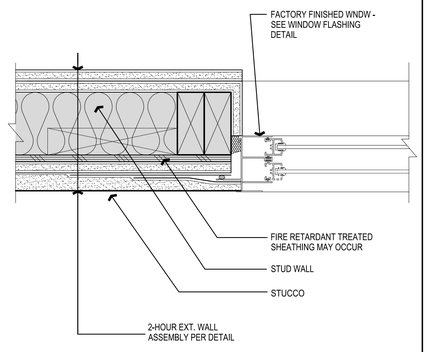
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FLAGSTAFF, AZ

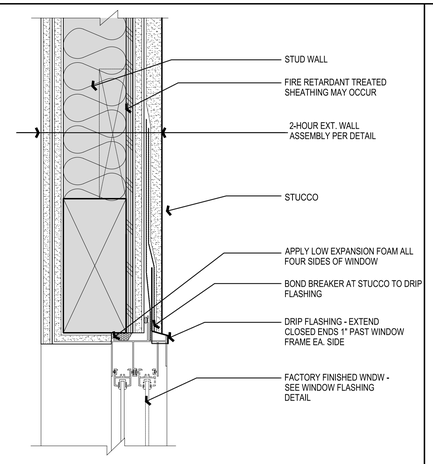
09/18/2025



WINDOW SILL (STUCCO)



WINDOW JAMB (STUCCO)



WINDOW HEAD (STUCCO)

LEGEND

WRB	WEATHER RESISTIVE BARRIER FORTIFIBER 60 MINUTE SUPER JUMBO TEX
SAF	SELF ADHERED FLASHING FORTIFIBER FORTIFLASH 25 MIL U.N.O.
NOF	NAIL ON FLASHING FORTIFIBER MOISTOP NEXT
SEALANT	FORTIFIBER MOISTOP SEALANT

GENERAL NOTES

1. VERIFY WINDOW INSTALLATION WITH WINDOW MANUFACTURER'S WRITTEN INSTRUCTIONS. PROVIDE FIELD MOCKUP OF WINDOW INSTALLATION FOR APPROVAL BY OWNER.
2. UNLESS SUPERSEDED BY WINDOW MANUFACTURER, THE ROUGH OPENING SHOULD BE 1/2" GREATER IN WIDTH AND HEIGHT THAN THE NET FRAME SIZE OF THE WINDOW.
3. VERIFY ROUGH OPENING IS SQUARE, PLUMB, AND LEVEL. WINDOW SILL TO BE SET UPON LEVEL FRAMING SILL WITH CONTINUOUS SUPPORT.
4. SUBSTRATES SHALL BE CLEAN , DRY, PRIMED AS REQUIRED, AND UNIFORM/SMOOTH PRIOR TO FLASHING APPLICATION.
5. WANED LUMBER WILL NOT BE USED @ ROUGH OPENINGS LOCATIONS.
6. FIELD VERIFY ALL DIMENSIONS PRIOR TO CUTTING AND INSTALLING FLASHING COMPONENTS. VERIFY MANUFACTURER REQUIREMENTS.
7. PROVIDE MINIMUM 12" SOLID WOOD BACKING OR SHEATHING AT ALL SIDES OF OPENING TO SECURE FLASHING.
8. ADHERE SELF ADHERED FLASHING TO CLEAN DUST FREE BACKING TYPICAL.
9. USE CHEMICALLY COMPATIBLE PRIMERS, WRB, AND SEALANT WITH THE ADHESIVE SIDE OF THE SELF-ADHERED FLASHING AS REQUIRED BY MANUFACTURER.
10. NAILS TO BE NO MORE THAN 16" ON CENTER OR AS REQUIRED BY MANUF.
11. NO NAILS SHALL BE BENT OVER THE NAILING FIN TO SECURE WINDOW

TYPICAL WINDOW DETAILS



MAIN ENTRANCE



BEULAH STREET SCENE



FROM ROUNDABOUT
ALONG BEULAH BLVD



UNIVERISTY AVENUE VIEW


UNIVERSITY AVENUE
VIEW

EASTERN ELEVATION VIEW



AMENITY CORNER AT
BEULAH ENTRANCE

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sullivan Moore, Housing Planner

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Approval of Rental Incentive Bond Program Award for Lone Tree Ranch a 100% affordable rental development

STAFF RECOMMENDED ACTION:

Staff requests City Council's approval of a $1,650,000 Rental Incentive Bond Program award related to 168 affordable rental units at Lone Tree Ranch.

Executive Summary:

The Rental Incentive Bond Program (RIBP) was approved by Council in November 2023. Three Notices of Funding Availability (NOFAs) have been conducted -- the first in February 2024, the second in February 2025 and the third in February 2026. As a result of the latest NOFA for $1,650,000, one application was determined eligible for funding and was scored by a Ranking Committee. Staff is requesting Council's approval of a funding award.
Lone Tree Ranch Low-Income Housing Tax Credit (LIHTC) Project:

- Developer: Lincoln Avenue
- 168 affordable rental units, serving up to 60% of the Area Median Income
- Award Amount: $1,650,000

If approved, $1.65 million will be provided as a 50-year forgivable loan. No payments will be due so long as affordable rental units are provided for the entire 50 years. Loan documents will be drafted and brought forward as a consent item at a future City Council meeting.

Per the Development Agreement approved on March 17, 2026 with the Developer, the Developer is already required to provide 168 affordable rental units for 30 years in exchange for development incentives.

Financial Impact:

Project Name: Lone Tree Ranch (LIHTC)
Loan Amount: $1,650,000
Account Number Budgeted: - 411-13-105-0354-4-4290
FY2025-26 Budgeted Amount: - $5,000,000
Grant Funded: N/A
Funding Source: Prop 442 - "Housing Bond" Fund

Policy Impact:

None

Previous Council Decision or Community Discussion:

- Proposition 442, approved by voters in the November 2022 election, approved a $20 million Housing Bond, with approximately $5 million allocated to incentivize the private sector to incorporate affordable rental housing into new developments. Resolution 2023-51 adopting the Rental Incentive Bond Program (RIBP) was approved on November 7, 2023
- City Council approved the first round of RIBP awards (totaling $3.3M) March 19, 2024, and the second round of awards (totaling $1.67M) on March 18, 2025.

Options and Alternatives to Recommended Action:

1. Approve the award as recommended.
2. Amend the award per Council direction.
3. Reject staff recommendation.

Background and History:

Housing Bond Background
Proposition 442 -- authorizing the use of $20 million dollars of general obligation bonds for "Creating Rental and Ownership Opportunities for Residents of Flagstaff" was approved by the voters in the November 2022 General Election. Proposition 442 identified four affordable housing spending categories, including "incentivizing the private sector to incorporate affordable rental housing into new developments."

Rental Incentive Bond Program Overview
Approved by City Council in November 2023, the RIBP is intended to provide loans to eligible developers of rental housing choosing to include a minimum of 10% affordable units in new rental projects serving households at or below 80% area median income ($78,560 for a household of 3 in 2025 figures) in Flagstaff.

NOFA and Evaluation Process
On November 25, 2025, Housing staff sent notice to deobligate $1.65 million from a previous award due to the awardee's inability to obtain the tax credits that were conditioned to their approved award. The lack of tax credits led to the reservation of funds expiring and the funds becoming available again.

On January 9, 2026 the City of Flagstaff procurement and housing teams published a NOFA (#2026-132) for $1,650,000 in Rental Incentive Bond Program funds from the aforementioned deobligation. Staff prioritized a simple application with fact-based evaluation criteria in an effort to streamline the application and evaluation process. One application was received by the closing date of February 9, 2026. The application was provided to members of the Ranking Committee and scored individually in accordance with the evaluation criteria. The Committee was comprised of internal City staff involved in the review of affordable development projects.

The NOFA identifies that the highest scoring application would receive a recommendation for full funding, with any remaining funding to be awarded to the next highest scoring application until all funding is allocated. With $1,650,000 in remaining bond funding available, and a total of $1,650,000 requested, staff recommends fully funding the Lone Tree Ranch project, which scored 360 out of 450 points.

Lincoln Avenue submitted an application for Lone Tree Ranch, a multifamily project located at the northeast corner of South Lone Tree Road and East Pine Knoll Drive. The project has just undergone its zoning map amendment process, with final Council approval on March 17, 2026. The development will have 168 (100%) affordable units designated for 60% AMI for a period of 30 years. With this funding, Lincoln Avenue has proposed extending the affordability period from 30 to 50 years, which would result in their loan being forgiven, per the adopted RIBP.
A table summarizing the application is below.

Project Name	Lone Tree Ranch
Applicant Name	Lincoln Avenue
Requested Award Amount	$1,650,000
Total Project Cost	$82,090,000

~~Number of Affordable Units~~	~~168~~
Subsidy Per Unit Requested	$9,821.43
Percent Affordable	100%
Max AMI Served	60%
Affordability Period	50 years
Cumulative Score (out of 450)	360
Recommended Funding Amount	$1,650,000

If Council approves the award amount, staff will issue a notice of award to the developer. Funding will be provided as a $1,650,000 loan to Lincoln Avenue, which would be forgiven at the end of the 50-year term. The final loan contract will be drafted and brought forward as consent items at a future Council meeting.

Community Benefit
This funding will assist in the creation of a total of 168 new affordable rental units available to low-income residents, providing long term affordability.

Connection to PBB Priorities and Objectives:
Livable Community: Actively support attainable & affordable housing through City projects & opportunities with developers.

Connection to Regional Plan:
Goal LU.9. Focus reinvestment, partnerships, regulations, and incentives on developing or redeveloping urban areas.
Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
Policy NH.3.5. Encourage and incentivize affordable housing.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.
HA-2: Connect people to equitable housing solutions.
HA-4: Protect people from housing discrimination and remove housing barriers.

Connection to 10-Year Housing Plan:
Create housing options for households at all income levels and family sizes occupied by local residents.
Create 1: Incentivize the creation of affordable units through various programs and mechanisms.
Protect people from housing discrimination and remove housing barriers.
Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Attachments: Presentation
Rental Incentive Program as Approved

Rental Incentive Bond Program Award

April 7, 2026

Sullivan Moore, Housing Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Staff Recommended Action

Staff requests City Council's approval of a Rental Incentive Bond Program Award totaling $1,650,000 for a project providing 168 affordable units, per the Scoring Committee's recommendation

How did we get here?

Rental Incentive Bond Program

- Approved by Council in November 2023
- 2 previous Notice of Funding Availability (NOFAs)
  - Led to funding awards in March 2024 and March 2025
- The most recent NOFA for $1.65M of remaining funds was published on Jan. 9th and closed on Feb. 9th
- The Scoring Committee met on Feb. 20th

Application Received

Project Name	Lone Tree Ranch
Applicant Name	Lincoln Avenue
Requested Award Amount	$1,650,000
Total Project Cost	$82,090,000
Number of Affordable Units	168
Max AMI Served	60%
Affordability Period	50 years
Cumulative Score (out of 450)	360
Recommended Funding Amount	**$1,650,000**

Thank you!

Sullivan Moore, Housing Planner





City of Flagstaff Rental Incentive Bond Program

City of Flagstaff - Housing Section
3481 N Fanning Dr
Flagstaff, Arizona 86004

Contact:
Jennifer Mikelson, Housing Planning Manager
jmikelson@flagstaffaz.gov
(928) 213-2744

Funding Background

The City of Flagstaff Housing Commission and Housing Staff developed the Rental Incentive Bond Program (RIBP) as provided for the expenditure of voter-approved general obligation bond funds. Proposition 442 – "Creating Rental and Homeownership Opportunities for Residents of Flagstaff" identified four affordable housing spending categories totaling $20 million dollars and was approved in the November 8, 2022 General Election. Per the City of Flagstaff Information Pamphlet, the ballot language and information for the relevant spending category are below:

Ballot Language:

> "To create rental and homeownership opportunities for residents of Flagstaff, shall the City of Flagstaff be authorized to issue and sell general obligation bonds in a principal amount up to $20,000,000 for the purpose of:
>
> - redeveloping City-owned housing to create additional affordable rental units;
> - repurposing existing available buildings into rental units;
> - incentivizing the private sector to incorporate affordable rental housing into new developments; and
> - expanding the homebuyer assistance program?"

City of Flagstaff Information Pamphlet:

> Incentivizing the Private Sector to Incorporate Affordable Rental Housing in New Developments (approximately $5 million)
>
> > "Funding will be utilized to incentivize private developers, including non-profits, to incorporate affordable rental units in market-rate developments. This investment is anticipated to create an estimated 400-500 new rental units affordable to the residents of Flagstaff, in addition to the market rate units in the new developments."
> >
> > "The proceeds of the bonds may be used for any and all costs relating to the above-referenced projects, including the costs of designing, engineering, acquiring, administering, improving, constructing, reconstructing, and equipping such projects and any and all appurtenances or land related thereto."

Program Creation and Administration

The City of Flagstaff Housing Section assembled a working group of five members of the Housing Commission to develop the following program requirements. A draft of the Rental Incentive Bond Program was reviewed by the Housing Commission, and the Commission voted unanimously to forward the draft RIBP to City Council with a recommendation for approval on September 28, 2023. The final program was approved by Flagstaff City Council on November 7, 2023, and adopted by Resolution No. 2023-51.

City of Flagstaff Housing Section staff is responsible for soliciting funding applications that will be reviewed and scored by a ranking committee (described below). It is the intent of this program to make the application and award process as simple and expeditious as possible for both the developer and staff, while maintaining the necessary safeguards surrounding expenditure of public money.

The Housing Commission provides oversight of any funds approved by the electorate for housing purposes (City Code Chapter 2-25-001-0005). Once the ranking committee's recommendations for funding are complete, they will be brought to Council for their consideration. Contracts for the bond funds will require Council approval. Please see Ranking Committee and Award Process section for additional details regarding timing. The long-term administration of the funding and program compliance will involve the City's Housing Section and Management Services Division staff.

Program Description

The City of Flagstaff has a total of $5 million in general obligation bond funding available for the Rental Incentive Bond Program through a Notice of Funding Availability (NOFA) application. This is a competitive application process; applications that meet the minimum threshold criteria are not guaranteed an award of funds and successful applications may be funded for less than the amount requested.

A ranking committee will evaluate applications for funding based on how funds can best maximize and leverage other public and private funds and resources while creating the greatest number of affordable units meeting applicable federal, state, and local requirements. After the initial NOFA if there are remaining or returned program funds the process will be repeated as needed.

Expenditure of program funds is limited to costs directly incurred by the developer in pre-development and construction of affordable rental housing. Applications should include information related to prior experience developing similar rental projects and should demonstrate project readiness by providing evidence of any and all development approvals. All funding commitments secured by the developer and identified in the application must be confirmed in writing. Applications that do not meet the minimum threshold criteria will not be eligible for funding.

Project Eligibility

Eligible Uses:

- Any and all costs relating to the development of affordable rental housing that will remain affordable to low-income households earning up to 80% of the Area Median Income (AMI), including pre-development costs.

Ineligible Uses include but are not limited to:

- Land acquisition, renovation, preservation, or rehabilitation of existing affordable or market-rate units.

Eligible Applicants must be one of the following entities or a combination thereof:

- A corporation (including non-profits), limited partnership, limited liability company, unit of local government, tribe, or tribally designated housing entity.
- In good standing with the Arizona Corporation Commission, Arizona Secretary of State, the Arizona Registrar of Contractors, or other appropriate government licensing agency.

Previous commitment of affordable rental units through an executed development agreement/affordable housing agreement or receipt of other City-provided incentives does not disqualify applicants from applying for bond funding.

Applicants with overdue debts to the City and applicants that have received other City-administered grant funds must be in good standing prior to receipt of funding.

Affordability Period – The ranking committee will consider a variety of loan terms proposed by applicants; however, the minimum required affordability period is 30 years. The affordability period shall be sustained regardless of any transfer of ownership. (See Loan Terms for additional information.)

Submittal Requirements

Minimum Threshold Criteria – Applications that do not meet the following minimum criteria will not be considered:

- Proposed project must be a rental development entirely within Flagstaff city limits.
- Project includes a minimum of 10% affordable rental units.
- Affordable rental units serve low-income renters earning 80% or less of the AMI for Flagstaff (2023 AMI Limits for the City of Flagstaff).
- Project meets eligible uses listed above and includes proof of site control.
- Application contains a complete response to each question and includes all required information.

Developer Experience – Developer or development team (if collaborative partnership) must demonstrate experience successfully completing rental housing developments of similar scale.

Project Readiness – To demonstrate project readiness, applicants:

- Must own the property or have a valid and current purchase contract, option agreement, or lease agreement providing the applicant with the right to develop the site for the proposed use.
- May include evidence of all zoning approvals, including site and civil plans, and building permits, if available. Prioritization for funding will be given to projects that are closer to construction; for example, projects with building plans submitted for review by the City or issued building permits.
- Must obtain building permits within 24 months of award. Extensions to this timeframe will be considered on a case-by-case basis with documented justification.

Financial Feasibility – All funding sources must be identified. Verification of funding commitments must be included in the application. Applicant must disclose all sources of financing and subsidy: construction, bridge, and permanent. All financial information provided in the application must be credible and valid. Applicants must provide:

- An overview of all project costs.
- A budget clearly demonstrating uses for the requested funding.
- A list of secured funding sources available for project costs and associated letters of commitment.
- A list of funding applications under review, requested amounts, and anticipated award dates.
- A list of other funding sources not yet applied for, requested amount, and application deadline.

- Methodology for determining affordable rental rate for the intended AMI.

Partial Award – The intent of the Program is to leverage the bond funding to the greatest extent to create the largest number of units in the community. Applicants may be awarded less funding than requested to maximize funds.

Ranking Committee and Award Process

There will be a competitive application process; applications that meet the minimum threshold criteria are not guaranteed an award of funds and successful applications may be funded for less than the amount requested. The ranking committee will review and conduct a cost-benefit analysis of total community benefit including the provision of affordable and market-rate units. In addition, the ranking committee will assess developer's ability to deliver units in a timely manner. Complete evaluation criteria will be in the NOFA, including the following:

- Number of total units.
- Number of affordable units.
- Amount of funding requested.
- Cost per affordable unit.
- Project readiness as defined above.
- Developer experience.
- Other funding sources leveraged.
- Waiver of right to Qualified Contract process (if Low-Income Housing Tax Credit project).

Within ten (10) business days after the application deadline, City staff will conduct a review of all applications to determine eligibility with all minimum threshold criteria. All applications determined eligible will be forwarded to the ranking committee for evaluation and funding recommendations. The ranking committee will be comprised of four to seven individuals representing a mix of City staff, Housing Commissioners, and subject matter experts from areas such as development, finance, affordable housing, engineering, etc. No member of the ranking committee shall have a conflict of interest. The committee is authorized to identify funding recommendations, conditional funding recommendations, projects that are waitlisted for funding, and projects that are not recommended for funding.

The ranking committee's recommendations for funding will be presented to City Council for funding approval and letters of award will be provided promptly. Contracts will be completed and executed thereafter. Applicants shall not make substantive changes to the project once a contract is fully executed without the expressed written consent of the City. Applicants shall not pursue additional project funding that would reduce the number of affordable units as described in the fully executed contract.

Loan Terms – Funding will be provided as a loan between the applicant and the City of Flagstaff; contract will be approved separately by City Council. Funding will be available after Council approval of contract and the recording of associated documents including the promissory note and deed of trust.

Loan requirements are below:

- Loan will be secured against the property with a promissory note and recorded deed of trust and will be subordinate to first mortgage financing with further subordination considered on a case-by-case basis.
- No interest and no payments are required during the term of the loan as long as affordable units continue to meet the affordability terms identified in the contract.
- Loan will not be forgiven for 30 years. After the initial 30 years, the loan will be forgiven on a pro-rata basis over the next 20 years. It will be completely forgiven and released after 50 years of affordability compliance.
- If a developer fails to honor the agreement and units are not delivered in accordance with the terms of the contract, the loan will be called due and payable immediately.
- Loan may be assumed if property is sold; the new owner must agree to honor the terms of the original agreement.

Compliance

Annual compliance monitoring will be conducted by City of Flagstaff or its designee.

- Progress reports will be required during the project construction phase to ensure the successful delivery of units.
- Developer shall list all affordable housing units on myhousingsearch.com or similar website. Annual reporting for the life of the loan is required for all projects receiving funding in order to further ensure compliance.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kevin Fincel, Deputy City Attorney

Co-Submitter: Joanne Keene

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE:

Consideration and Adoption of Ordinance No. 2026-09: Regarding the Use of City Property by Partner Government and Non-Profit Entities.

STAFF RECOMMENDED ACTION:

At the April 7, 2026, Council Meeting:
1) Read Ordinance No. 2026-09 by title only for the first time
2) City Clerk reads Ordinance No. 2026-09 by title only (if approved above)

At the April 21, 2026, Council Meeting:
3) Read Ordinance No. 2026-09 by title only for the final time
4) City Clerk reads Ordinance No. 2026-09 by title only (if approved above)
5) Adopt Ordinance No. 2026-09

Executive Summary:

City Council and community members have shared their growing concern about how potential actions by federal agencies could impact residents and city operations. In this presentation, the City Manager's office will present a proposed ordinance that would adopt a policy for when partner government and non-profit agencies request the use of City property to conduct their operations.

Financial Impact:

None.

Policy Impact:

The proposed ordinance would adopt a policy for when partner government and non-profit agencies request the use of City property to conduct their operations.

Previous Council Decision or Community Discussion:

The City Council discussed this issue at its March 3, 2026, meeting and directed staff to return with a proposed ordinance for consideration.

Options and Alternatives to Recommended Action:

Adopt the proposed ordinance.
Adopt an amended form of the proposed ordinance.
Refuse to adopt the proposed ordinance and provide staff new direction.

Connection to PBB Priorities and Objectives:

N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Ord. 2026-09
Presentation

ORDINANCE NO. 2026-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING CITY CODE TITLE 8, PUBLIC WAYS AND PROPERTY, CHAPTER 8-14, USE OF CITY PROPERTY BY PARTNER GOVERNMENT AND NON-PROFIT ENTITIES; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") is committed to collaborating with partner government and non-profit entities when necessary to further City goals and priorities, especially when responding to a natural disaster or other emergency; and

WHEREAS, when partner entities assist in responding to a natural disaster or emergency, they often need to use City real property and facilities to stage their response and assistance to the community; and

WHEREAS, to ensure City spaces remain accessible and available for City purposes and their intended public uses, the Flagstaff City Council is adopting this policy to clarify the process our partners must follow when the use of City property or facilities is requested.

ENACTMENTS:

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

SECTION 1. Flagstaff City Code Title 8, Public Ways and Property, Chapter 8-14, Use of City Property by Partner Government and Non-Profit Entities, is hereby adopted as follows:

CHAPTER 8-14
USE OF CITY PROPERTY BY PARTNER GOVERNMENT AND NON-PROFIT ENTITIES

Sections:

8-14-001-0001 PURPOSE
8-14-001-0002 APPLICABILITY
8-14-001-0003 GUIDANCE AND PROCEDURES
8-14-001-0004 SIGNAGE AT CITY PARKS AND FACILITIES

8-01-001-0001 PURPOSE

The City of Flagstaff ("City") is committed to collaborating with partner government and non-profit entities when necessary to further City goals and priorities, especially when responding to a natural disaster or other emergency. When partner entities assist in responding to a natural disaster or emergency, they often need to use City real property and facilities to stage their response and assistance to the community. The Flagstaff City Council is adopting this policy to clarify the process our partners must follow when the use of City property or facilities is requested.

8-01-001-0002 APPLICABILITY

This policy is applicable to any request made by a partner government or non-profit entity to use City real property and facilities to carry out its mission and operations in Flagstaff. For example, this policy would apply to a request from the Red Cross to use a City facility to serve as a shelter for residents displaced after a natural disaster.

This policy is not applicable to the following:

1. City operations performed jointly or with the assistance of a partner agency or entity, such as the Flagstaff Fire Department conducting a controlled burn in the community with the assistance of the U.S. Forest Service.
2. The City Municipal Court Building, which is subject to the administrative authority of the Arizona Supreme Court.
3. City Special Events, which are governed by City Code Chapter 8-12.
4. Transportation Security Administration (TSA) and any other Federally mandated operations at Flagstaff Pulliam Airport.

8-01-001-0003 GUIDANCE AND PROCEDURES

Requests from partner government and non-profit agencies (e.g., FEMA, Arizona Department of Public Safety, Red Cross, U.S. Forest Service, etc.) to use City property to conduct their operations will be made through the City Manager's Office and will only be approved when the City Manager determines that the use furthers the interests of the City. A request furthers the interests of the City when it aligns with City goals and priorities and does not create unreasonable disruptions to City operations or present an unreasonable danger to the public health or safety.

When an emergency has been declared by the Mayor, requests may be made through the Mayor and will be approved or denied based on the same standards outlined above.

8-01-001-0004 SIGNAGE AT CITY PARKS AND FACILITIES

Signs containing the following language shall be posted at all City Parks and Facilities.

> This property is owned by the City of Flagstaff and may only be used for its intended City purpose. Use of this property for any other purpose is prohibited without prior written authorization from the City of Flagstaff.
>
> City Code References: Chapters 8-11, 8-12, and 8-14

The form and location of the signs will be determined at the discretion of the City Manager.

SECTION 2. 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 3. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 4. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of April 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Protocols for Interactions with Federal Agencies

April 7, 2026

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Background on March 3 Discussion

- Reviewed City Role in Immigration Enforcement
- Identified Process for Reporting Issues of Concern
  - Reviewed Online Reporting Website
- Outlined Protocols for City Facilities
  - Training of City Staff – April 21
- Presented Proposal for Use of City Property
  - Proposal for City Manager Directive Language
- Council directed staff to return with an ordinance like the proposed directive for consideration.

Partner Entity Use of City Property

Ordinance Purpose

- The City is committed to collaborating with partner government and non-profit entities when necessary to further City goals and priorities.
- When partner entities assist in responding to a natural disaster or emergency, they often need to use City real property and facilities to stage their response and assistance to the community.
- The proposed ordinance clarifies the process our partners must follow when the use of City property or facilities is requested.

Partner Entity Use of City Property

Guidance and Procedures for Partner Entity Requests

- Requests made through City Manager and Mayor.
- Requests will only be approved when the use furthers the interests of the City.
- A request furthers the interests of the City when it aligns with City goals and priorities and does not create unreasonable disruptions to City operations or present an unreasonable danger to the public health or safety.

Partner Entity Use of City Property

Signage Requirements for City Parks and Facilities

- Signs containing the following language will be posted at all City Parks and Facilities.

> This property is owned by the City of Flagstaff and may only be used for its intended City purpose. Use of this property for any other purpose is prohibited without prior written authorization from the City of Flagstaff.
>
> City Code References: Chapters 8-11, 8-12, and 8-14

- The form and location of the signs will be determined at the discretion of the City Manager.

Partner Entity Use of City Property

Applicability

- Ordinance is not applicable to the following:
  1. City operations performed jointly or with the assistance of a partner agency or entity, such as the Flagstaff Fire Department conducting a controlled burn in the community with the assistance of the U.S. Forest Service.
  2. The City Municipal Court Building, which is subject to the administrative authority of the Arizona Supreme Court.
  3. City Special Events, which are governed by City Code Chapter 8-12.
  4. Transportation Security Administration (TSA) and any other Federally mandated operations at Flagstaff Pulliam Airport.



Questions?

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TEAM FLAGSTAFF

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 03/26/2026

Meeting Date: 04/07/2026

TITLE:
Consideration and Approval of Council Rules of Procedure

STAFF RECOMMENDED ACTION:

Approve the updated Rules of Procedure

Executive Summary:
Pursuant to City Charter Article II, Section 14, the City Council has adopted Rules of Procedure for the conduct of its Council meetings and other operational matters. The City Council periodically reviews the Rules of Procedure to discuss potential updates or changes. Staff may also bring forward suggested amendments based on changes in current practices.

Council discussed possible changes at their retreat on January 15, 2026 and reviewed and discussed the amendments at the March 24, 2026 Work Session.

Financial Impact:
None

Policy Impact:
None

Previous Council Decision or Community Discussion:
Council discussed possible amendments at their retreat on January 15, 2026 and reviewed and discussed the amendments at the March 24, 2026 Work Session.

Options and Alternatives to Recommended Action:
Approve with amendments.
Do not approve.

Background and History:
A brief description of the amendments are provided below. Additional minor changes occurred following the Work Session during final review.

Rule 3 - Council Meetings

- Better clarifies the Council's summer recess.
- Eliminates meetings on the 5th Tuesday.
- Removes the review of the draft agenda at work sessions.
- Clarifies that Executive Session can be held as needed on any Tuesday.

4.01 -- Procedures for Preparation of Council Agendas

- Clarifies the expectation for agenda distribution.

4.02 & 4.03 -- Future Agenda Item Requests

- Simplifies the FAIR process.
- Requests will come to the City Manager.
- City Manager will determine next steps.
- Clarifies that the time to discuss a FAIR is when it come back for formal discussion.

Rule 5 -- Order of Business

- Updates "Public Participation" to "Open Call to the Public."
- Removes City Manager Update, Legislative Updates, and Review of Draft Agenda.
- Changes the Informational Items and Reports to "Announcements and Updates to/from Council and City Manager."
- Provides a description of Announcements and Updates

6.02 -- Temporary Chair

- Identifies the Councilmember with second highest votes at the last general election as Chair for a meeting in which Mayor and Vice Mayor are absent.

7.03 -- Decorum and Order among Citizen Participants

- Updates language and better clarifies the expectations for the audience.

9.01 -- Non-Public Hearing Discussions

- Identifies agenda items that public comment is not permitted.

9.01 (a) -- Open Call to the Public

- Provides a definition of Open Call to the Public and codifies the 30 minute rule.

9.02 -- Public Hearings

- Softens the language to provide for a formal structure when necessary, but does not require strict compliance otherwise.

Rule 10 -- Rules Governing Motions by the Council

- Minor clarifications to wording.

11.07 -- Meetings with State, Federal, and Tribal Delegation

- Provide guidance and expectations for individual meetings with representatives.

Connection to PBB Priorities and Objectives:
High Performing Governance

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Rules of Procedure

FLAGSTAFF CITY COUNCIL RULES OF PROCEDURE

APRIL 7, 2026

RULES OF PROCEDURE
for the
FLAGSTAFF CITY COUNCIL

Rule 1
GENERAL RULES

[Flagstaff City Charter Art. II, §14]

1.01 Rules of Procedure; Journal

The Council shall determine its own rules and orders of business and shall provide for keeping a record of its proceedings. The record of proceedings shall be open to public inspection.

1.02 Written Rules, Order of Business, and Procedure

These Rules of Procedure of the Council shall be available to all interested citizens.

Rule 2
CODE OF CONDUCT & CONFLICTS OF INTEREST

2.01 Code of Conduct

City Councilmembers occupy positions of public trust. All actions and business transactions of such officials dealing in any manner with public funds shall be in compliance with all laws or ordinances establishing a code of conduct for public officials or pertaining to conflicts of interest of public officials or employees.

2.02 Participation and Voting Bar [A.R.S. §38-503]

Any Councilmember prohibited from participating or voting on any matter before the City by the state conflict of interest laws shall make known such conflict on the record of any meeting where the item is discussed, and shall not enter into discussion, debate, or vote on such matter.

Rule 3
COUNCIL MEETINGS

[Flagstaff City Charter Art. II, §12 and 13]

3.01 Regular Meetings

The City Council shall hold regular meetings at 3:00 p.m. on the first and third Tuesday of each month. A majority of the Council may decide to postpone or cancel such meeting but shall meet no less than one time per month. No meetings will be held on the fifth Tuesday of any month, unless otherwise agreed to by a majority of the Council. The Council will

recess for summer break after the first meeting in July and reconvening on the last Tuesday of August.

If the day fixed for any regular meeting of the Council falls upon a day which the City observes as a legal holiday, the meeting may be cancelled or held at a time and date designated by the Council.

All regular meetings of the Council shall be held in the City Hall Council Chambers. No change shall be made to regular meeting times without a published seven-day notice. However, the Mayor or City Manager may change the Council meeting location to adjust to a specific need for additional space required to accommodate a large citizen turnout, upon giving the public notice of such change pursuant to noticing requirements. All regular meetings of the Council shall be open to the public.

3.02 Special Meetings

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda; this notice shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, Rule 3.05 pertaining to emergency meetings shall be followed.

3.03 Work Sessions

Work sessions are public meetings held for the following purposes:

1. briefing Councilmembers on items included on the Council's regular meeting agenda,
2. discussion of long range plans and programs for which no immediate action is required,
3. detailed discussion of matters which may soon be placed on a regular meeting agenda, and
4. exchange of information between the staff and Council.

No formal vote shall be taken on any matter under discussion, nor shall any Councilmember enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Council, providing that nothing herein shall prevent the Council from giving staff direction on any matter under discussion. Any formal action, however, must be scheduled for Council action at a regular or special Council meeting.

The City Council may hold work sessions every second and fourth Tuesday of each month at 3:00 p.m. No meetings will be held on the fifth Tuesday of any month, unless otherwise agreed to by a majority of the Council.

No work sessions will be held during the summer break unless called as a special meeting as provided in Section 3.02 of these Rules.

3.04 Executive Sessions [A.R.S. §38-431.03]

The Council may meet in, or recess into, executive session for all purposes allowed by law. In coordination with the City Attorney, the City Manager shall schedule any such meetings on Tuesdays in advance of a regular meeting or work session, but an executive session may be scheduled at any other time where circumstances require more immediate action. An executive session may be convened at a special meeting called for that purpose on a majority vote of the members of the Council, or during a regular meeting, special session, or work session of the Council for legal advice on matters on a meeting's properly noticed agenda. Attendance at the executive session shall be limited to members of the City Council, the City Manager and City Attorney or their designees, and appropriate City staff or consultants to the City as the Council may invite or as may be required for advice or information. No formal vote involving final action shall be taken on any matter under discussion while in an executive session, except the Council may instruct its attorneys and representatives as allowed by law.

3.05 Emergency Meetings [A.R.S. §38-431.02]

In case of an actual emergency, the Council may hold a meeting, including an executive session, upon such notice as is appropriate to the circumstances, but shall post a public notice within twenty-four hours declaring that an emergency session has been held, and setting forth the agenda of specific items discussed, considered, or decided.

3.06 Minutes of Meetings [A.R.S. §38-431.01]

Except as otherwise provided by state law, there shall be minutes of all Council meetings. Such minutes shall include, but need not be limited to:

1. the date, time, and place of the meeting;
2. the members of the City Council recorded as either present or absent;
3. a general description of the matters considered;
4. an accurate description of all legal actions proposed, discussed, or taken, and the names of members who propose each motion; and
5. the name of persons, as given, making statements or presenting material to the Council and a reference to the legal action about which they made statements or presented material.

Minutes of all meetings, except executive sessions, shall be open to public inspection.

Rule 4
THE COUNCIL AGENDA

4.01 Procedures for Preparation of Council Agendas

All reports, communications, ordinances and resolutions, contracts or other documents, or other matters to be submitted to the Council as part of the Council meeting agenda packet shall be available to the Council, along with a staff summary no later than the Friday preceding the Council meeting. The City Manager shall review items submitted for timeliness and completeness of information.

Those items which are approved for the Council agenda by the City Manager shall be placed on the agenda in accordance with the order prescribed in Rule 5. The agenda and any background material shall be disseminated to the Mayor and the City Council in the manner prescribed by the Council; to the City Manager, the Deputy City Managers, the City Attorney, and the City Clerk; and shall be made available to the public no later than the Friday preceding the Council meeting.

Should a Councilmember wish to share information regarding an item on an agenda other than under the FAIR process, copies may be distributed on the dais.

The agenda shall be made public in advance of the meeting by posting on the regular public posting board at City Hall and on the City's website. Such action shall be taken concurrently with the furnishing of the agenda to the City Council.

4.02 Future Agenda Item Requests (FAIR)

The City Manager shall consider any request by a Councilmember to include an item on the Future Agenda Item Request portion of the agenda. A Councilmember may submit an item for consideration directly to the City Manager. The City Manager will determine the next steps for the request which may include, but is limited to, an update from staff on related matters, placing the item on a Council agenda for discussion and/or action, or placing the item on an agenda as a formal FAIR item for Council consideration.

If the City Manager places the item on an agenda as a formal FAIR, the Councilmember requesting the FAIR will present the topic to the Council for consideration. Following the presentation of the topic, there should be no discussion or explanation of positions from the other members of Council.

If three or more Councilmembers agree, the item will be scheduled for discussion at a future meeting.

4.03 Removal of a FAIR Item

A Councilmember who has previously requested a FAIR item may have it removed up until the time it appears on the agenda as a FAIR item. If an item is removed prior to it appearing on an agenda, the City Manager or requesting Councilmember will notify the Council of its removal at the next Council Meeting.

Once it has been placed on the agenda as a FAIR item, and there are three or more Councilmembers who support moving it to a future agenda for discussion, an item may not be removed without agreement of the Council. If at least three other Councilmembers wish to keep it as a FAIR item, it will be placed on a future agenda as outlined in Section 4.02 above.

Rule 5
ORDER OF BUSINESS

5.01 Regular Meeting Agenda

The agenda for regular meetings of the City Council shall follow the following order:

Call to Order
Roll Call
Pledge of Allegiance and Reading of the Mission Statement and Land Acknowledgement
Approval of Minutes of Previous Meetings
Open Call to the Public
Proclamations and Recognitions
Council Liaison Reports
Appointments
Liquor License Public Hearings
Consent Items
Routine Items
Public Hearing Items
Regular Agenda
Discussion Items
Future Agenda Item Request (FAIR)
Open Call to the Public
Announcements and Updates to/from Council and City Manager
Adjournment

Consent Agenda items may be considered and acted upon by one motion, unless a Councilmember specifically requests that a consent item be considered and voted on separately. The City Clerk shall enter into the minutes all consent items approved with one motion and shall separately record the action taken on those items considered separately.

Routine Items include those agenda items that are common, reoccurring, have been discussed at length in prior Council meetings, or are expected to have little to no public participation. They may include resolutions or ordinances.

If related to a public hearing item on the agenda, ordinances or resolutions shall be placed under Public Hearings.

FAIR items need not have an informational or staff review unless directed by the City Manager, but the requesting Councilmember may specify in a memorandum what discussion, action, or options are proposed.

Announcements and Updates is an opportunity to provide brief updates regarding attendance at recent activities or events, upcoming community events, and comments from the City Manager. There will be no discussion of issues raised during Open Call to the Public or Announcements and Updates. This section of the agenda is intended to be brief, neutral, and non-controversial.

5.02 Work Session Agenda

The agenda for Work Sessions of the City Council shall follow the following order:

Call to Order
Pledge of Allegiance and Reading of the Mission Statement and Land Acknowledgement
Roll Call
Open Call to the Public
Work Session Topics
Open Call to the Public
Announcements and Updates to/from Council and City Manager
Adjournment

Rule 6
PRESIDING OFFICER

[Flagstaff City Charter Art. II, §7 and §8]

6.01 Mayor as Chair

The Mayor, or in their absence, the Vice Mayor, shall be the Chair for all meetings of the Council.

6.02 Temporary Chair

In case of the absence of the Mayor and the Vice Mayor, the Councilmember who received the second highest votes at the most recent general candidate election shall serve as Chair for the meeting. If that Councilmember is not present, the same process shall be used sequentially until a temporary Chair is identified.

6.03 Selection of Vice Mayor

The candidate with the highest number of votes in the most recent general candidate election shall be appointed Vice Mayor until the next general candidate election. If for whatever reason the Vice Mayor cannot fulfill their term the position will be transferred to the candidate with the next highest number of votes in the most recent general candidate election.

Rule 7
MEETING DECORUM AND ORDER

7.01 Decorum and Order among Councilmembers

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the Council. During Council meetings, Councilmembers shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules of the Council. Every Councilmember desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine themself to the question under debate and shall avoid all personal attacks and indecorous language. A Councilmember once

recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another Councilmember. If a Councilmember is called to order while they are speaking, they shall cease speaking immediately until the question of order is determined. If ruled to be out of order, they shall remain silent or shall alter their remarks so as to comply with the Rules of the Council. Councilmembers shall confine their questions to the particular issues before the Council. If the Chair fails to act, any Councilmember may move to require them to enforce the Rules and the affirmative vote of the majority of the Council shall require the Chair to act.

If Council discussion of a matter exceeds one hour, each Councilmember shall limit their subsequent remarks to three minutes.

7.02 Decorum and Order among City Staff

The Chair shall have the authority to preserve decorum in meetings as far as the audience, staff members, and city employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under the City Manager's direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chair.

7.03 Decorum and Order among Citizen Participants

Citizens attending Council meetings should observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any member of the public desiring to address the Council during Open Call to the Public or on any agendized item shall first be recognized by the Chair. Speakers shall state their name and city of residence in an audible tone for the record and shall limit their remarks to the matter under discussion. Any remarks shall only be addressed to the Chair and to any or all members of the Council.

Unauthorized remarks from the audience, political campaigning, stomping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Chair. If any of the aforementioned actions interfere with good order or cause a disturbance of the peace, the Chair may call a break or temporarily recess the meeting. Any person causing a disturbance of the peace and good order during a Council meeting may be removed from the room if so directed by the Chair, and such person may be barred from further audience before the Council. Should the Chair fail to act, any member of the Council may move to require the Chair to enforce the Rules, and the affirmative vote of the majority of the Council shall require the Chair to act.

Rule 8
RIGHT OF APPEAL FROM THE CHAIR

8.01 Process for Appeal

Any Councilmember may appeal to the Council from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state their reason for the same, and the Chair may briefly explain the their ruling. There shall be no debate on the appeal, and

no other member shall participate in the discussion. The Chair shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

Rule 9
PUBLIC PARTICIPATION IN COUNCIL DISCUSSIONS

9.01 Non-Public Hearing Discussions

Any person wishing to speak on an item listed on the agenda before the Council, shall fill out a comment card and submit that card to the recording clerk, who will deliver the card to the Chair. Citizens are allowed to address the Council a maximum of three times throughout the meeting, including comments made during Open Call to the Public. The Chair shall limit the period of speaking to a reasonable period of time of no more than three minutes per person (exceptions listed below); a speaker may address the Council with the speaker's own statements and the statements of other persons within the set time limit. The person desiring to speak shall limit their remarks to the matter under discussion and shall address their remarks to the Council. Speakers may not cede any portion of their allotted time to another speaker.

Public comment will not be permitted during the Proclamations and Recognitions, Council Liaison Reports, or Announcements and Updates portions of the meeting.

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. The ten persons must be listed on the speaker card and be present at the time the comment is given. The persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic but may participate in any other agendized topics up to the limit listed above.

Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.

9.01(a) Open Call to the Public

Open Call to the Public enables the public to address the Council about items that are not on the prepared agenda. Open Call to the Public shall appear on regular meeting and work session agendas 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. Comments during Open Call to the Public may only be provided in-person.

Any person wishing to speak during Open Call to the Public shall do so in accordance with the instructions provided in Rule 9.01.

9.02 Public Hearings

A. In the case of a public hearing, the Chair may announce prior to such hearing the total time limit, if any, to be allowed for public debate, depending upon the circumstances and public attendance. The Chair may also announce the time limits

for each individual speaker (normally no more than three minutes), and that no speaker may be heard more than once.

B. Any person wishing to speak with the assistance of a translator shall designate such on the speaker card and be permitted to speak up to five minutes.

C. 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. The ten persons must be listed on the speaker card and be present at the time the comment is give. The persons will be requested to identify themselves by standing and those included in the group are precluded from making comments on the same topic but may participate in any other agendized topics up to the limit addressed in Rule 9.01.

D. Speakers may not cede any portion of their allotted time to another speaker.

E. The order of presentation and time limits may be as follows:

1. Staff presentation (ten-minute time limit, except with specific Council permission to exceed this limit).
2. Applicant presentation, only upon applicant's specific request (up to ten minutes, except with specific Council permission to exceed this limit).
3. Council's questions to staff and applicant.
4. Public comment
5. Applicant's response, only upon applicant's specific request (5 minutes),
6. Staff's response (5 minutes),
7. Council deliberation and questions to staff and applicant.

F. This rule will not preclude questions from members of the Council to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

Rule 10
RULES GOVERNING MOTIONS BY THE COUNCIL

10.01 Motion to be Stated by the Chair - Withdrawal

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

10.02 Motion to Suspend Rules

Suspension of these Rules requires a majority consent of the Councilmembers present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion. Suspension of the Rules may not be appropriate in the context of a Public Hearing.

10.03 Motion to Change Order of Agenda

The Chair may, at their discretion, or shall, upon the majority vote of Councilmembers present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law.

10.04 Motion to Table

A motion to table is used to delay discussion on an item until later in the meeting or until the next regular Council meeting. Neither the motion to table nor other business can be discussed, until a vote has been taken on the motion. If the motion is successful, no further discussion can be had without a motion to take off the table. To take a motion off the table at the same or next regular Council meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote.

If not revived by the adjournment of the next regular Council meeting, the matter is considered to be dead.

10.05 Motion to Postpone

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the item shall return for Council action at the meeting specified or in accordance with the conditions established in the postponement. A motion to postpone may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

10.06 Motion to Divide the Question

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member shall, divide the same.

10.07 Motion to Amend

On a motion to amend or “strike out and insert”, the motion shall be made so that the intent of the amendment is clear to the Council and public, and for the record.

The Council may materially amend an ordinance after the first read of that ordinance and proceed immediately to the second read and adoption. In other words, it is not necessary to proceed as though it is a new ordinance after a material change.

10.08 Motion to Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

10.09 Motion to Reconsider

After the decision on any question, any member who voted with the majority may move for a reconsideration of any action at the same meeting or at the next regular or special Council meeting that occurs at least one week after the date the action was taken, but not thereafter. In the event of a tie vote on a motion, any Councilmember may move for reconsideration at the next regular or special Council meeting that occurs at least one week after the date the action was taken, but not thereafter.

To ensure that the matter will be included on the posted agenda in conformance with the Open Meeting Law, any Councilmember who wishes to have a decision reconsidered must alert the City Clerk in writing at least five (5) days, exclusive of Saturdays, Sundays, and intermediate holidays, prior to the meeting at which the motion to reconsider will be made, unless the motion to reconsider was made and seconded at the Council meeting where the original vote occurred.

A motion to reconsider shall require the affirmative vote of the majority of the members present at the time of reconsideration. After a motion for reconsideration has once been acted on, no other motion for reconsideration of the same subject shall be made without unanimous consent of all Councilmembers.

After the reconsideration time period has expired, the same matter may be placed on a later Council meeting agenda at the direction of the City Manager in accordance with the FAIR process in Rule 4.02. If the matter is considered for formal action on a future meeting, the motion for or against taking an action need not be made by a member of the prevailing vote.

10.10 Request for Roll Call Vote

Any Councilmember may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the Council. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

Rule 11
MISCELLANEOUS PROVISIONS

11.01 Prior Approval by Administrative Staff

Except as to matters requested by individual Councilmembers under the Future Agenda Item Request Section of the agenda, all ordinances, resolutions and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or their authorized representative, and shall have been examined for practicality by the City Manager or their authorized representative.

11.02 Placement of Items on Agendas for Council Action

Pursuant to Council direction received during any Council meeting, the City Manager may present ordinances, resolutions, and other matters or subjects to the Council. In addition,

ordinances, resolutions and other matters or subjects requiring action by the Council may be introduced by a member of the Council through the Future Agenda Item Request process described in Rule 4.01.

11.03 No New Agenda Items after 9:30 p.m. except by Majority Vote

No new agenda items shall begin after 9:30 p.m. unless approved by majority vote of the City Council. If, however, discussion on an item commences prior to 9:30 p.m., the Council may continue its deliberation or move to postpone that item. Agenda items on a Council agenda not considered will be placed on the immediately succeeding Regular or Special Council meeting.

11.04 Robert's Rules

Robert's Rules of Order, latest edition, shall serve as a guideline for interpretation of and supplementation for these Rules in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Flagstaff or the laws of the State of Arizona. The interpretation of these Rules and Robert's Rules shall be guided by the principles underlying Parliamentary law, that is, a careful balance of the rights of individuals and minority subgroups of the council with the will of the majority. In no case shall the strict application of a rule or procedure be interpreted to deny any individual or minority the right to participate in a debate, discussion, or vote, nor shall these rules be interpreted in such a way so as to defeat the will of the majority of the whole of the Council.

11.05 Citizen Petitions [Flagstaff City Charter Art. II, §17]

A citizen or a group of citizens may present a written petition to the City Manager, or authorized designee, signed by a minimum of 25 citizens from the City of Flagstaff in a form prescribed by ordinance, who shall present it to the Council at its next regular meeting as allowed by agenda deadlines. The Council must act on the petition within 31 days of the City Manager's presentation. Citizen petitions will first be placed on the agenda under Future Agenda Item Request to determine if there are three members of Council who support placing the item on a future agenda for consideration. Failure to give such direction shall constitute "action" for purposes of this section.

11.06 Video Streaming, Recording, and Photography

For City Council safety and other security purposes, audio/video streaming, audio/video recording, photography, or similar activities are not permitted on the City Council side of the lectern counter. Such activities are permitted *only* on the public side of the lectern counter so long as they do not obstruct the view of the public in City Council Chambers and the view of the City's official internet live-streaming viewers. In the event the City Council meets anywhere outside of City Council Chambers, this same rule shall apply, and no such activities will be permitted on the City Council side of the lectern. This rule does not apply to the City's official internet streaming and any audio/visual equipment for the same, and also does not apply to body cameras used by law enforcement officers.

11.07 Meetings with State, Federal, and Tribal Delegation and Lobbying Trips

At least two members of Council must be in attendance at any requested meetings with State, Federal, or Tribal representatives where any city, state, federal, or tribal business is discussed. When the City Council participates in state or federal lobbying trips, the Mayor, or Councilmember designee, will accompany two other councilmembers and optionally staff on each trip. The Councilmembers chosen to attend will be determined by an established rotation to ensure equal opportunity to participate and represent the City in this capacity. The Council reserves the right to select a councilmember outside the rotation by a three-fourth (super-majority) vote of the Council.

If personally invited, a member of Council may meet with state, federal, or tribal representatives. If possible, notify the City Manager in advance of the meeting. The City Manager can arrange for talking points or information on any underlying issues, concerns, or work already in progress. This will ensure consistency in messaging from staff and Council.

Following the meeting, provide a follow-up to the City Manager and the Mayor for visibility. The City Manager may share information with the Council for awareness. It is always best practice to consider inviting the mayor or other member of Council to join in on the meeting.

11.08 Land Acknowledgement Statement

The following statement shall be read, as prescribed by Sections 5.01 and 5.02, at the beginning of each meeting of the Flagstaff City Council:

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.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 03/24/2026

Meeting Date: 04/07/2026

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizen Petition titled "Prohibiting discrimination in housing based on source of income"

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 3, 2026, requesting "Prohibiting discrimination in housing based on source of income"

Information:

None

Attachments: Petition #2026-05

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

RECEIVED
MAR 03 2026
BY: Georganna Stookey

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. hand delivered

Title of Issue: Prohibiting discrimination in housing based on source of income

Action Requested: We are requesting that the Flagstaff City Council consider adopting an amendment to the 2013 Civil Rights Ordinance to prohibit discrimination in housing based on source of income, which currently state and federal law allow. (details attached)

Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/23/26	Alec Overmann	[redacted]	Alec Overmann
1-23-26	Patricia Hansen		Patricia L. Hansen
1.23.26	Kyle Nelson		
1.23.26	Brendan Trachsel		B. Trachsel
1-23-26	Amy Oatman		
1.23.26	Stan Barreras		
1/23/26	Haley Creighton		
1/23/26	Meghan M'Donell		
1/23/26	Thomas Huttner		
1-23-26	Kyle Nitschke		Kyle Nitschke

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
3/3/26	Georganna Stookey	4/7/2026

02/2016

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.

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Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/31/26	Jurnee Archibeque	[redacted]	
1/31/26	Audrey Taylor		
1/31/26	Greer Hanson		
1/31/26	Yessenia Vasquez		
1/31/26	Claire Wagoner		
1/31/26	Theo Doskocil		
1-31-26	Lydia Bystany		
1-31-26	Lisa Doskocil		
1/31/26	Paul Galloway		
1/31/26	Max Galloway		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

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Printed Name of Submitter: Alec Overmann

(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/11/26	D. Zak Skelton	[redacted]	
2/11/26	Tyler Denham		
2/11/26	Samuel Noble		
2/25/26	Russell Randall		
2/25/26	EVA PUTZOVA		
2/25/26	Cheryl Manso-Ryer		
2/25/26	BARBARA E. BATES		
2.25.26	Angela Hansen		
2-25-26	Celia LaFave		
2-25-26	Susan Shapiro		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibiting discrimination in housing based on source of income

PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/31/26	Izaac Adams	[redacted]	
1/31/26	Peggy Sheldon-Swarlock		
1-31-26	Rodger Swarlock		
1-31-26	Remy Schmitt		
1/31/26	Aubrey Asmundson		
1/31/26	Jessica Worger		
1/31/26	Steve Weishar		
1/31/26	Susan Rose		
1/31/26	Kelley Horn		
1/31/26	KAYVON KHOSROWPOUR		
1/31/26	Hailey Akkerman		
1/31/26	Joe Hernandez		
1/31/26	Kate Miner		
1/31/26	Frank Patton		
1/31/26	Marilou Neigh		
1/31/26	Maggie Huntington		
1/31/26	Kevin White		
1.31.26	Madison Hoffman		
1.31.26	Michael Doak		
1/31/26	Kelly Anderson		
1/31/26	ARYANNA KHAN		
1/31/26	Leah Katz		
1/31/26	SABRINA WORSLEY		

PETITION TO FLAGSTAFF CITY COUNCIL

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(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1/31/26	Kaya DeAngelis	[redacted]	
1/31/26	Boer Molevsick		
1/31/26	BOB TYRES		
1/31/26	Gabriella Bernasconi		
1/31/26	Patricia Dennis		
1/31/26	Elizabeth Sutherland		
1/31/26	Mikayla Erkins		
1/31/26	Michael Glover		
1/31/26	Melissa Crawley		
1/31/26	Isabella Pais		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

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(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/1/26	Tyler Denham	[redacted]	
2/4/26	Dennis Givens		
2/4/26	Margery Sorensen		
2/4/26	Bryan Bates		
2/4/26	Barbara Jacobsen		
2/4/26	Carol Collins		
2/4/26	Rayma Lee		
2/4/26	Laura Zirino		
2/17/26	Michele James		
2/19/26	PETER FRIEDERICI		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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(Submitter must also sign below and complete information)

Contact Information: [redacted]

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
1-24-26	Dalan R Simmons	[redacted]	
1-24-26	Adam D Simmons		
1-24-26	Arika Molitor		
1.24.26	JORDAN TRUBSHOFF		
1-24-26	Corina Rabe-Baron		
1/24/26	KYLE THOMAS		
1/24/26	Emily Manne-Nicholas		
1/24/26	Nina Hoover		
1/24/26	Joey Chatelain		
1/24/26	Crystal Diaz		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibiting discrimination in housing based on source of income

PAGE _____ OF _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
23 Jan 2026	Jennifer Duis	[redacted]	
1/23/26	Andrew Sikorski		
01/23/26	Yvette Rivera		
1/23/26	Nick Brown		
1/23/26	Jeaneen Brown		
1/23/26	Brett Tedgambre		
1/23/26	Kimberly Helwig		
1/23/26	Meredith Smith		
1/23/26	Marlene Hartmann		
1/23/26	Christina Zubieta		
1/23/26	Melina Connelly		
1/23/26	Renee Sadler		
1/23/26	Zoe Jacoby		
1/23/26	Guadalupe Quiroz		
1/23/26	SUSAN AXELROD		
1/23/26	Julia Church Hoffman		
1/23/26	Cecilia Frances Dellandrea		
1/23/26	Dana Middlebrook		
1/23/26	Timothy Retter		
1/23/26	Rebecca Hillman		
1/23/26	Timothy Williams		
1/23/26	Samuel Butler		
1/23/26	Carson Redman		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibiting discrimination in housing based on source of income

PAGE _____OF_____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/25/26	Bryan Bates	[redacted]	
2/25/26	Mark Ecker		

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibiting discrimination in housing based on source of income

PAGE _____OF_____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/25/26	Barbara G Phillips	[redacted]	Barbara G Phillips
2/25/26	Nathaniel White		Nathaniel White

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

Title of Issue: Prohibiting discrimination in housing based on source of income

Further Details:
Source-of-income discrimination means landlords can reject tenants for using income from legal sources, including Section 8 housing vouchers, Social Security, disability benefits, or other governmental assistance programs to pay rent. More than 1,000 cities in 23 states have prohibited source-of-income discrimination. This has resulted in more housing choices, reduced the number of unused housing vouchers, helped create diverse communities, expanded affordable housing options, and helped break generational cycles of poverty. Page 60 at the bottom of Flagstaff's 10-year Housing Plan specifically speaks to this strategy as an important way to "protect people from housing discrimination and remove housing barriers."

In recent years, Phoenix, Tucson, and Tempe passed ordinances banning discrimination in housing based on source of income. Flagstaff should join them.

(Flagstaff 10-Year Housing Plan page 60 https://www.flagstaff.az.gov/DocumentCenter/View/72509/Flagstaff-10-Year-Housing-Plan---FINAL-6152022).