Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on **October 16, 2018 beginning at 10:00 a.m**. The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

One or more Board members and/or staff members may participate in the meeting by telephone if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Paul Hempsey at the above address or telephone number at least 24 hours prior to the scheduled start time.

The Board may vote to hold an executive session for discussion or consideration of a personnel matter pursuant to A.R.S. §38-431.03(A)(1). The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, <u>Paul Hempsey</u>, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 15th day of October 2018, at 10:00 a.m.

Paul Hempsey Recording Secretary to the Board

NOTICE DISTRIBUTION

- 1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
- 2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
- NAVAJO TIMES
- 4. NAVAJO-HOPI OBSERVER
- 5. KINO RADIO
- KNNB RADIO
- 7. COUNTRY MOUNTAIN AIRWAVES [KQAZ/KTHQ/KNKI RADIO]
- 8. KWKM RADIO
- 9. WHITE MOUNTAIN RADIO
- 10. NPC WEB SITE
- 11. NPC ADMINISTRATORS AND STAFF
- 12. NPC FACULTY ASSOCIATION PRESIDENT
- 13. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
- 14. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

OUR MISSION

Northland Pioneer College provides, supports and promotes lifelong learning.



PUBLIC NOTICE OF NONDISCRIMINATION: Northland Pioneer College does not discriminate on the basis of race, color, national origin, veteran status, religion, marital status, gender, age or disability in admission or access to, or treatment or employment in its educational programs or activities. District grievance procedures will be followed for compliance with Title IX and Section 504 requirements. The Affirmative Action Compliance Officer is the Director of Human Resources, 2251 E. Navajo Blvd., Holbrook, Arizona 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, Arizona 85901, (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs. Revised 9-12-14

Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center 2251 East Navajo Boulevard, Holbrook, Arizona

Date: October 16, 2018 **Time:** 10:00 a.m. (MST) Item **Description** Resource Call to Order and Pledge of Allegiance Chair Lucero Adoption of the Agenda.....(Action) 2. Chair Lucero 3. Call for Public Comment Chair Lucero Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda. 4. Reports: A. Financial Position..... CBO Ellison B. NPC Friends and Family..... Director Wilson C. NPC Faculty Association..... Mike Solomonson D. Human Resources..... Written Report E. CASO..... Written Report NPC Student Government Association No Report 5. Consent Agenda.....(Action) Chair Lucero A. September 18, 2018 Regular Board Minutes 6. Old Business: None. 7. **New Business:** A. Title III Native American Serving Non-Tribal Institutions Vice President Jackson Supplemental Funding..... B. Financial Aid Office Report..... Vice President Jackson C. Request to Approve the Purchase of Greens Peak Site Building and Property Rights.....(Action) CIO Way D. IGA for Regional Connector Transit Service(Action) CBO Ellison E. Establish Reserve for Construction of Facilities at White Mountain Campus.....(Action) **CBO** Ellison 8. **Standing Business:** A. Strategic Planning and Accreditation Steering Committee Report Interim VPLSS Jackson President's Report President Vest DGB Agenda Items and Informational Needs for Future Meetings..... Chair Lucero 9. Board Report/Summary of Current Events..... **Board Members 10**. Announcement of Next Regular Meeting.....November 20, 2018 Chair Lucero 11. Adjournment(Action) Chair Lucero

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Arading Business, or the President's Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3).

Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



Budget Period Expired

17%

Tax Supported Funds				
	General Unrestricted			
	Current Month Budget Actual Y-T-D Actual	%		
REVENUES				
Primary Tax Levy State Aid:	15,055,197 35,655 144,409	1%		
Maintenance and Operations Equalization	1,576,500 - 394,125 7,107,100 - 1,776,775	25% 25%		
Tuition and Fees Investment earnings Grants and Contracts	4,860,000 625,144 854,017 139,900 86,669 206,739 1,500,000 -	18% 148% 0%		
Other Miscellaneous Fund Balance	- 14,070 39,705 650,000 -			
Transfers	(2,900,000) (100,861) (698,356)	24%		
TOTAL REVENUES	\$ 27,988,697 \$ 660,677 \$ 2,717,414	10%		
EXPENDITURES	40 400 040 4 440 000 0 400 074	100/		
Salaries and Wages Operating Expenditures Capital Expenditures	18,406,016 1,149,308 2,120,971 9,582,681 622,123 1,250,811	12% 13%		
TOTAL EXPENDITURES	\$ 27,988,697 \$ 1,771,431 \$ 3,371,782	12%		
	Unrestricted Plant			
	Current Month Budget Actual Y-T-D Actual	%		
REVENUES				
State Aid: Capital/STEM	342,600 - 85,650	25%		
Other Miscellaneous Fund Balance	400 9,100,000 -	0%		
	2,000,000 82,969 257,753	13%		
Transfers				
Transfers TOTAL REVENUES	\$ 11,443,000 \$ 82,969 \$ 343,403	3%		
TOTAL REVENUES EXPENDITURES Salaries and Wages	\$ 11,443,000 \$ 82,969 \$ 343,403	3%		
TOTAL REVENUES EXPENDITURES	\$ 11,443,000 \$ 82,969 \$ 343,403 11,443,000 82,969 343,403			

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2018 to August 31, 2018

Budget Period Expired	Buc	laet	Period	Expir	ed
-----------------------	-----	------	--------	-------	----

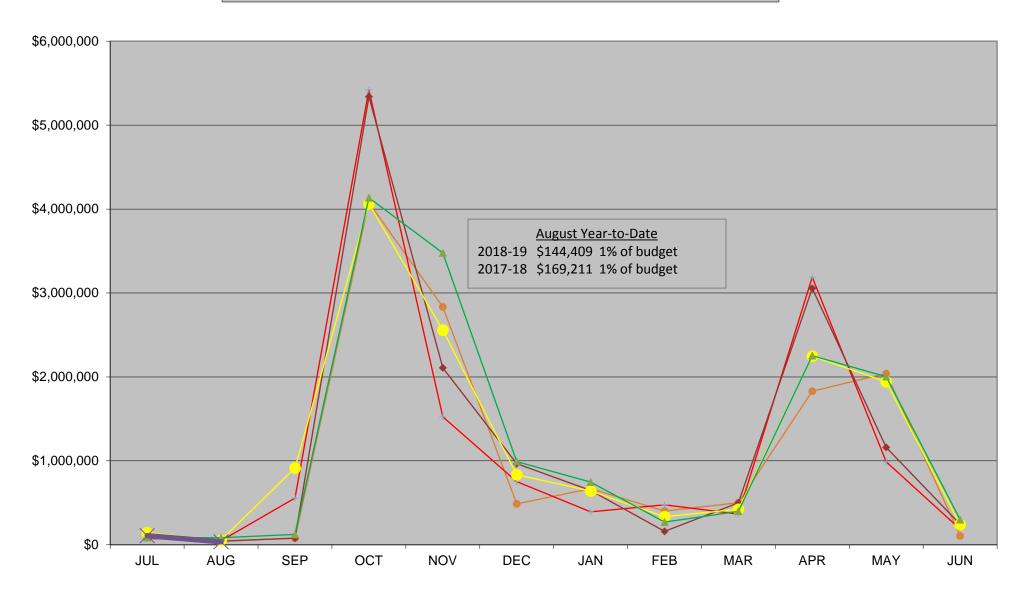
17%

			cted		
	Cur				
Budget		Actual	Y-7	Γ-D Actual	%
6,000,000		178,573		224,456	4%
600,000				420,037	70%
\$ 6,600,000	\$	178,573	\$	644,493	10%
					23%
5,771,449		431,243		800,900	14%
\$ 6,600,000	\$	526,606	\$	992,527	15%
			ary		
	Cur				
Budget		Actual	Y-7	Γ-D Actual	%
-		31,490		52,886	18%
300,000		17,892		20,566	7%
\$ 600,000	\$	49,382	\$	73,452	12%
\$ 600,000	\$	49,382	\$	73,452	12%
\$ 600,000 296,914	\$	49,382 23,045	\$	73,452 42,324	12% 14%
\$	\$	·	\$		
	6,000,000 - 600,000 \$ 6,600,000 828,551 5,771,449 \$ 6,600,000 Budget	828,551 5,771,449 \$ 6,600,000 \$ Cur Budget	Current Month Actual 6,000,000 178,573 - 600,000 \$ 6,600,000 \$ 178,573 828,551 95,363 5,771,449 431,243 \$ 6,600,000 \$ 526,606 Auxili Current Month Budget Actual 300,000 31,490 -	Budget Actual Y-7 6,000,000 178,573 600,000 \$ 6,600,000 \$ 178,573 \$ 828,551 95,363 5,771,449 431,243 \$ 6,600,000 \$ 526,606 \$ Auxiliary Current Month Budget Actual Y-7 300,000 31,490 300,000 17,892	Current Month Budget Actual Y-T-D Actual 6,000,000 178,573 224,456 600,000 420,037 \$ 6,600,000 \$ 178,573 \$ 644,493 828,551 95,363 191,627 5,771,449 431,243 800,900 \$ 6,600,000 \$ 526,606 \$ 992,527 Auxiliary Current Month Budget Actual Y-T-D Actual 300,000 31,490 52,886

Cash flows from all activities (YTD)	\$3,778,762
Cash used for all activities (YTD)	\$4,781,163
Net Cash for all activities (YTD)	(\$1,002,401)

Monthly Primary Property Tax Receipts





DGB Human Resources Update October 16, 2018

OPEN POSITIONS

- 1. Faculty in Computer Information Systems First Review October 15, 2018. 2 applicant
- 2. Financial Aid Systems Technician Closes October 22, 2018. 1 applicant.

CLOSED: IN REVIEW

- 3. SBDC Advisor and Trainer Closed August 17, 2018. 5 applicants.
- 4. Administrative Assistant for Student Services Closed October 12, 2018. 4 applicants.
- 5. Accounting Technician Closed September 14, 2018. 11 applicants.
- 6. Campus Monitor WMC Closed September 14, 2018. 1 applicant.
- 7. Training Coordinator Closed September 21, 2018. 9 applicants.

FILLED

- 8. ADOC Faculty in Masonry Construction Technology John Billie starts October 15, 2018.
- 9. Early Childhood Administrative Assistant Dora Jaquez started September 24, 2018.
- 10. Academic Advisor Michael Saline started October 1, 2018. Michael received his Associate's degree from Eastern Arizona College and his Bachelor's degree from the University of Phoenix.
- 11. Human Resources Specialist Tonya Greasewood started October 15, 2018.
- 12. Information Services Support Technician SCC. Chris Cribbs started September 24, 2018.
- 13. Assistant Registrar Deena Gillespie started October 8, 2018. Deena's previous title was Records Evaluator.
- 14. Manager of Financial Aid Operations Marletha Baloo started October 1, 2018. Marletha's previous title was Financial Aid Specialist.

October 2018

This month CASO is deciding what method to use for electing officers.

In the past, the traditional president and vice president have been elected for two-years terms with no limit on the number of terms served.

The delegate group is considering changing to the successive vice president model wherein a vice president is elected and serves for one year, and then moves into the president position for one year. Each year a new vice president is elected.

A voting ballot has been emailed to all contracted staff employees, giving them the opportunity to select the option they feel will best meet the needs of CASO now and in the future.

Gathering nominations for vice president will occur during the third week of October, and the election will take place the fourth week.

Ina Sommers CASO President

Navajo County Community College District Governing Board Meeting Minutes

September 18, 2018 – 10:00 a.m. Painted Desert Campus, Tiponi Community Center 2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Mr. Frank Lucero; Mr. James Matteson; Mr. Daniel Peaches; Mr. Derrick Leslie.

Governing Board Member Present by Phone:

Governing Board Member Absent:

Staff Present: President Mark Vest; Interim Vice President Rickey Jackson; Chief Business Officer (CBO) Maderia Ellison; Chief Information Officer (CIO) PJ Way; Recording Secretary to the Board Paul Hempsey.

Others Present: Kim Reed; Everett Robinson; David Huish; Mike Solomonson; Magda Gluszek; Betsy Wilson; Ann Hess; Jeremy Raisor; Gail Campbell; Toni Gibbons; Peggy Belknap; Chris Roediger; Curtis Stevens; Matt Weber; Amber Hill.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Lucero called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Matteson moved to adopt the agenda as presented. Mr. Peaches seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Agenda Item 3: Call for Public Comment

None

Agenda Item 4: Reports

4.A. Financial Position - CBO Ellison

CBO Ellison addressed the Board and reviewed the Financial Position Report.

4.B. NPC Friends and Family – Director Wilson

Director Wilson addressed the Board and reported on recent activities, successes, and upcoming events for Friends and Family. Director Wilson highlighted the successful Pedal the Petrified which involved 225 riders assisted by fifty volunteers from the college along with cadets from the Law Enforcement Academy. Donations are still coming in so Director Wilson will bring the total amount raised, for student scholarships, to the next Board meeting.

Navajo County Community College District Governing Board Meeting – 09/18/18 – Page 1 of 5



4.C. Faculty Association

Faculty Association President Mike Solomonson addressed the Board and introduced Magda Gluszek, who is chairing the Faculty Professional Development Committee at the college. Magda Gluszek then provided information on the Professional Development process and some of the activities Faculty have utilized, or would be utilizing, funds for. Magda Gluszek also highlighted the Empty Bowls Project, which is in its fourth year at NPC, with proceeds going to help fight food insecurity in the area.

4.D. Human Resources

Written Report.

4.E. NPC CASO

Written Report.

4.F. NPC Student Government Association

No Report.

Mr. Leslie asked what the issues were with getting participation in the Student Government Association (SGA). President Vest noted the difficulties most community colleges had with participation and informed the Board of efforts underway to attract participation in the SGA and have more student involvement in college committees.

Agenda Item 5: Consent Agenda

- A. August 21, 2018 Regular Board Minutes
- B. Dual Enrollment Intergovernmental Agreements between Navajo County Community College District and Hopi Junior/Senior High School.

Mr. Matteson made a motion to approve the consent agenda as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Agenda Item 6: Old Business

None.

Agenda Item 7: New Business

7.A. Request to Approve Board Policy 1441: Free Expression

President Vest addressed the Board and reviewed the request to approve a new Board Policy on Free Expression as required by statute.

Mr. Leslie asked if there are some contractual obligations that were already imposed on employees and if we were overburdening them. President Vest noted that the contract would not have specific language but the college would be reviewing related procedures that may be affected and could add a contract review also. President Vest offered to provide a report at the October Board meeting.

Navajo County Community College District Governing Board Meeting – 09/18/18 – Page 2 of 5



Mr. Matteson made a motion to approve Board Policy 1441 as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.B. Request to Approve 2019-20 Strategic Planning and Budget Development Calendar CBO Ellison reviewed the 2019-20 Strategic Planning and Budget Development Calendar noting minor changes that were made to the timing of certain items.

Mr. Matteson made a motion to approve 2019-20 Strategic Planning and Budget Development Calendar as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

7.C. Purchase of Vehicles

CBO Ellison reviewed the purchase of three new vehicles for the college, noting two would be for the Maintenance Department and one for the Information Services area.

Chair Lucero confirmed that this was through a state contract.

Mr. Leslie asked if the new vehicles would be wrapped in the same manner as some of the NPC cars. President Vest responded that they would not.

Mr. Matteson asked how many vehicles the college owned and operated. Director Huish responded that there were currently 140 college vehicles. Mr. Matteson asked if they were all being utilized. Director Huish responded that there were times that all vehicles would be in use during the year. CBO Ellison noted that the college continues to assess the utilization of college vehicles and had recently removed four older vehicles from the fleet that were not replaced.

7.D. Request to Approve Renewal of Service Contract for TALON Grant Equipment CIO Way addressed the Board and reviewed the request to approve the renewal of the Service Contract related to the TALON Grant Equipment.

Mr. Matteson asked if the TALON was still meeting expectations. CIO Way noted that it was and was receiving accolades on a National scale.

Mr. Matteson noted that faculty utilizing the TALON equipment for the first time had noted some training concerns. CIO Way noted that there is always a learning curve with new technology and noted efforts to assist employees on utilizing the system stating they continually look to identify and supply training opportunities.

Mr. Matteson made a motion to approve the Renewal of Service Contract for TALON Grant Equipment as presented. Mr. Peaches seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Navajo County Community College District Governing Board Meeting – 09/18/18 – Page 3 of 5



7.E. Request to Approve Purchase of CampusLogic

Interim Vice President Jackson addressed the Board and reviewed the request to Purchase of CampusLogic stating that funds were currently available due to the restructuring of the Financial Aid Department.

Mr. Leslie noted that he had reservations with restructuring the department around software as there always seems to issues in the first year of using it. Interim Vice President Jackson and President noted that Director Raisor would move his office to the Financial Aid area to take on the day to day role of Director and no other positions would be eliminated so staffing levels would remain relatively the same. A report will be provided to the Board to show the effect of the software purchase and restructuring of the Financial Aid Office.

Mr. Matteson made a motion to approve the Purchase of CampusLogic as presented. Mr. Leslie seconded. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Agenda Item 8: Standing Business

8.A. Strategic Planning and Accreditation Steering Committee (SPASC) Report Interim Vice President Jackson informed the Board that Enrollment Management had played a

major role in the last SPASC meeting, bringing forth the top priorities they see to move the college forward. For each priority a member of staff has been tasked with Overall Responsibility.

Mr. Matteson asked where the college was with the previous Transportation and Childcare Priorities. Interim Vice President Jackson provided an update on both noting that talks with a local partner on Childcare have come to an end.

8.B. President's Report

President Vest reported that the monthly meeting of the Arizona Community College Coordinating Council (AC4) would take place next week and interested colleges and lobbyists would also meet afterward to start work on an information strategy on Expenditure Limit for the Legislature. President Vest noted he had been assigned as liaison to two AC4 sub-groups, AZ Transfer oversight group as well as the Chief Academic Officers group. President Vest also reminded the Board of the Higher Learning Commission Annual Conference that a Board member has attended for the last two years and registration would soon open.

8.C. DGB Agenda Items and Informational Needs for Future Meetings

An update on the new Financial Aid Software.

Agenda Item 9: Board Report/Summary of Current Event

Mr. Matteson noted the success of Pedal the Petrified at the weekend. Chair Lucero noted that other organizations were also holding events to raise money for scholarships at the same time.

Agenda Item 10: Announcement of Next Regular Meeting: Regular District Governing Board meeting on Tuesday, October 16, 2018

Navajo County Community College District Governing Board Meeting – 09/18/18 – Page 4 of 5



Agenda Item 11: Adjournment

The meeting was adjourned at 10:57 a.m. upon a motion by Mr. Matteson, a second by Mr. Peaches. The vote passed upon a roll-call vote with Mr. Matteson, Chair Lucero, Mr. Leslie, and Mr. Peaches voting in favor. There were no votes against.

Respectfully submitted,

Paul Hempsey Recording Secretary to the Board

Navajo County Community College District Governing Board Meeting – 09/18/18 – Page 5 of 5



Regular Meeting Agenda Item 7A October 16, 2018 Information Item

Title III Native American Serving Non-Tribal Institutions Supplemental Funding

Summary:

Northland Pioneer College was notified Monday, September 24, 2018 that it received \$150,670 in supplemental funding from the Title III NASNTI program. Supplemental funding from Title III NASNTI will allow us to address a compelling unmet need. Specifically, NPC has been unable to offer a laboratory science class that meets college general education requirements to students in remote areas, because of the required hands-on lab component. Emerging anatomy visualization technology will enable us to pilot NPC's BIO 160 course, *Introduction to Human Anatomy and Physiology*, over the network established through Title III NASNTI for TALON, thus expanding our general education dual enrollment offerings to include a laboratory science.

Over the next two years faculty and staff will begin working toward offering laboratory science classes at a distance to students in remote areas. First steps will be to purchase two virtual anatomy tables/software by the end of Fall 2018. Next step will be to train IS staff and faculty in hardware and software use. Faculty will then begin to update curriculum over the summer of 2019. Faculty and IS staff will work together to pilot the new technology in science classes in Fall of 2019. Modifications will take place in the December with the goal to offer the first laboratory science classes utilizing virtual anatomy tables/ software in spring of 2020.

Regular Meeting Agenda Item 7B October 16, 2018 Information Item

Financial Aid Office Report

Summary:

The Financial Aid Office has begun implementation of the recommendations made by the consultant and Interim Director of Financial Aid, Sharon Montoya. These recommendations, along with additional supporting efforts made by the college are in the beginning stages:

- Training and integration discussions have started for CampusLogic. This software
 assists with the verification process, which is currently a bottleneck in the workflow
 to award financial aid. This software will improve efficiency in the office by
 providing students the ability to upload required documentation via mobile devices
 and provides mobile communication and status updates of their financial aid
 awards. Document collection times vary by student, but are expected to decline
 from a matter of weeks to just a few days.
- Document imaging and retention software, OnBase, will also begin implementation in October and will allow the college to transition many of its paper processes to an electronic format. Electronic access to documents will improve document retrieval and availability, interoffice communication, and overall efficiency.
- An RFP is currently being developed to review software alternatives for processing and awarding Financial Aid. Software alternatives such as PowerFAIDS will allow the Financial Aid Office to automate many of the processes that are currently being done manually. This automation will reduce wait times for student funding from the current 6-8 week timeframe to a 1 week timeframe.
- The Director of Enrollment Services has moved to the Financial Aid Office to provide oversight and direct support of the coming changes. The Director's primary focus will be on maintaining federal compliance and reporting through this transitional period.



Reclassification of a Financial Aid Specialist as the new Manager of Financial Aid
Operations. With 10 years of previous experience in Financial Aid, this Manager will
provide additional support in supervising the daily operations of the office.

The recommendations developed by Sharon Montoya have been extremely helpful in pointing Financial Aid in the right direction. We have currently paid her \$16,065 of the \$35,000 allotted for her consulting services. The remainder of these funds will be paid out over the next 3 months as we implement the recommendations and rely on her continued insight.

The estimated implementation timeline is as follows:

October 2018 – Prepare RFP document for Financial Aid processing software

October 2018 - OnBase kick-off meeting and roadmap review

October/November 2018 – CampusLogic configuration/implementation for Spring 2019 awards

November 1, 2018 – Begin RFP process (notify vendors)

January 2018 – Review RFP bids and select finalist

January/March 2019 – Configuration/implementation of new financial aid software

March 2019 – Begin using new financial aid software and document imaging for 2019-2020 award year

Regular Meeting Agenda Item 7C October 16, 2018 Action Item

Request to Approve the Purchase of Greens Peak Site Building and Property Rights.

Recommendation:

Staff recommends approval to purchase the Greens Peak site building and property rights from Genesis GPCS, LLC for a purchase price of \$60,000.

Summary:

The Northland Pioneer College (NPC) Greens Peak tower site has been a critical point of communication for the college since the 1970's. The building is currently owned by Genesis GPCS, LLC with an existing United States Forest Service land lease until December 31, 2047. A property and rights sale and purchase agreement has been reached between NPC and Genesis for a value of \$60,000.

Based on financial calculations, supported by the NPC business office, of existing lease agreement terms for the use of 1/3 of the total building space, the Return On Investment (ROI) would occur in the 8th year. The purchase of the space will allow use of the additional 2/3rds of the building, which is not included in the value of the ROI, providing greater flexibility of service, and longevity in cost savings.

Executive team memorandum for consideration and communication.

Subject: Greens Peak Tower Site Structure Purchase

Recommendation provided by PJ Way and David Huish

The Information Services Department in collaboration with Maintenance and Facilities, and at the request of the CFO, have developed the following recommendation and justification for the purchase and acquisition of the Greens Peak Tower site building and land lease rights from the current owner Genesis Inc.

The following information is presented as existing conditions.

- Existing lease cost = \$5,270.76 annual (2018) with a 10% annual escalator in cost.
- Current lease entitles NPC to approx. 46 sq. ft of space within the 10' x 14' or 140 sq. ft structure. (1/3 of total space within the structure)
- Current owner estimates value at \$81,696.78 for entire structure and lease land rights as a 15.5 value multiplier.

The following factors are indicated in the proposed purchase.

- NPC would obtain the entire building structure allowing for dedicated use and future generator.
- Exclusive land lease rights until 2047 to include space of building, tower and .1 acre (approx. 450') for parking and dedicated road access.
- Negotiated purchase price of \$60,000
- Total payback period savings begins in year 7 of the purchase. NPC has been on this centrally located tower site since the 1970's and a critical path for microwave communication across the county.

Existing considerations

- This is a 2018 budgeted purchase item.
- NPC owns the existing tower on site and equipment within the leased space.
- Without ownership, any planned, proposed or potential expansion to the site will result in increased annual costs. A reasonable assumption would suggest at \$5,000 + for 1/3 of the total space, a full building lease could result in a 15,000+ lease cost. Additional equipment within the same space will also result in cost increases. Addition of a proposed generator to the site would result in increased annual costs in the current arrangement. Additional options and considerations of use become viable with ownership with no incurred lease increases.
- The existing purchase option must be acted upon in less than 120 days per proposed agreement beginning 12 Sept 2018.

Northland Pioneer College Purchase vs. lease option for microwave tower 17-Sep-18

Payback period on \$60,000 purchase vs. lease payments

_	1	\$ 60,000.00	Land purchase
2018	\$ 5,270.76	\$ 54,729.24	offset by payment
2019	\$ 5,797.84	\$ 48,931.40	offset by payment
2020	\$ 6,377.62	\$ 42,553.78	offset by payment
2021	\$ 7,015.38	\$ 35,538.40	offset by payment
2022	\$ 7,716.92	\$ 27,821.48	offset by payment
2023	\$ 8,488.61	\$ 19,332.87	offset by payment
2024	\$ 9,337.47	\$ 9,995.40	offset by payment
2025	\$ 10,271.22	\$ (275.82)	Savings begin
2026	\$ (11,298.34)	\$ 11,022.52	Payments not incurred
2027	\$ (12,428.18)	\$ 23,450.70	Payments not incurred
2028	\$ (13,670.99)	\$ 37,121.69	Payments not incurred
2029	\$ (15,038.09)	\$ 52,159.78	Payments not incurred
2030	\$ (16,541.90)	\$ 68,701.69	Payments not incurred
2031	\$ (18,196.09)	\$ 86,897.78	Payments not incurred

- 1 Based on 10% annual increases
- 2 Based on 1.3642% earnings as in FY18

Future value of \$60,000

		_
2	\$ 60,000.00	Invested in Lgip
Year 1	\$ 60,818.52	
Year 2	\$ 61,648.21	
Year 3	\$ 62,489.21	
Year 4	\$ 63,341.69	
Year 5	\$ 64,205.80	
Year 6	\$ 65,081.69	
Year 7	\$ 65,969.54	
Year 8	\$ 66,869.49	\$60,000 has paid for itself in lieu of lease payments
Year 9	\$ 67,781.73	
Year 10	\$ 68,706.40	
Year 11	\$ 69,643.70	
Year 12	\$ 70,593.78	
Year 13	\$ 71,556.82	Purchase price has been fully recouped
Year 14	\$ 72,532.99	Value gained by purchase has
		Jovertaken the interest capable of \$60,000 otherwise invested.

GENESIS GCPS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

5665 North Scottsdale Road, Suite 105, Scottsdale, AZ 85251 - 602-828-1327 - randy@genesisholdingus.com

September 12, 2018

Via Email: david.huish@npc.edu

Mr. David Huish Director of Facilities Northland Pioneer College

Re: Proposed Sale of Leasehold Rights under the U.S. Department of Agriculture - Forest Service Communication Use Lease Authority for Greens Peak dated January 23, 2018 by and between Genesis GPCS, LLC ("Lessee") and the United States of America ("United States" or "Forest Service"), (the "Lease")

Dear Mr Huish-

On behalf of Genesis GPCS, LLC an Arizona limited liability company ("Seller"), I would like to make the following nonbinding sale proposal of the above referenced Lease for discussion purposes only.

1. Area:

> **Equipment Shelter:** 10 feet x 14 feet wooden enclosed building – Facility 2, Lot C-1

Antenna Support Structure: 100 feet guyed wire tower

Use and maintenance of 0.1 acres of internal (spur) road and parking area for the use **Ancillary Structure:**

and operation of this communications facility

2. **Purchase Price:** \$60,000.00 (Sixty Thousand Dollars and no/100) in cash at Closing.

3. As set forth in Lease. Purchaser may be required to apply for a new lease with the Term of Lease:

Forest Service with a different term and other provisions as determined by the Forest

Service.

Review Period: 4. Purchaser shall have One Hundred Twenty (120) days following the full execution of

the Sale Agreement.

5. **Lease and Materials:** Seller will deliver to Purchaser any surveys, leases, environmental reports, and other

> reports or materials pertaining to the Lease and area following execution of the Sale Agreement, but only to the extent in Seller's possession or control. Seller makes no representations or warranties regarding any information provided or the condition of any

equipment, structures or improvements related to the Lease.

6. Purchaser and its designee shall be entitled to inspect the Area during the Review Inspections:

Period and indemnify Seller from any resulting liability.

7. Closing shall take place within Ten (10) business days following end of Review Period. Closing:

8. **Closing Costs:** There will be no Title Commitment or Closing Costs applicable to or payable by the

Seller. Buyer shall pay all Closing Costs. Seller shall pay its own attorney fees/costs.

9. **Prorations:** Rents shall be prorated based on the latest available figures.

10. **Closing Documents:** Seller and Purchaser to execute any documents required to complete Closing.

11. **Real Estate License** Purchaser and Seller acknowledge and hereby consent that Randolph C. Titzck P.C.

hold an active real estate licenses in the State of Arizona and that certain persons or Disclosure:

entities of Purchaser, including Agents of Broker, hold active real estate licenses in the State of Arizona and California.

If the foregoing non-binding easement sale proposal is acceptable, please so indicate by signing and returning this letter to me by 5:00 pm September 15, 2018 or I will assume the Purchaser has no desire to proceed with this transaction. If the Purchaser so timely signs and returns this letter, Purchaser will then proceed with prompt preparation of a definitive Sale Agreement for submittal to Purchaser.

This letter is intended to be, and shall not be interpreted to be other than, a non-binding summary of certain terms with respect to a proposed sale of leasehold rights. This letter shall not in any event be binding upon, or enforceable against, either Seller or Purchaser, nor shall it create any rights in any third parties, including the brokers. The Seller and Purchaser will be bound only if and when a mutually acceptable Sale Agreement is executed by both Seller and Purchaser.

Should you have any questions, please contact me at (602) 828-1327.

Sincerely,

Genesis GPSC, LLC Authorized Agent

Randolph C. Titzck

Approved by Purchaser:

cc: Dan Clark Mark Reeb David Johnson

FS-2700-10b (V.01/2014) OMB No. 0596-0082

Auth ID: SPR1018

Contact Name: GENESIS GPCS, LLC

Expiration Date: 12/31/2047

Use Code: 818

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

GENESIS GPCS, LLC. ATTN: MARK REEB OF 2812 N NORWALK SUITE 105 MESA, AZ UNITED STATES 85215

THIS LEASE, dated this day of And, 2018 by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and GENESIS GPCS, LLC, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the APACHE-SITGREAVES NATIONAL FORESTS wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described communications facility in the County of APACHE, State of ARIZONA, located within the SW¼SW¼, Sec. 2 and NW¼NW¼, Sec. 11, T. 8 N. R. 26 E., GILA AND SALT RIVER MERIDIAN (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a facility manager communications facility. Authorized facilities under this lease include:

Equipment shelter(s):

10 feet x 14 feet wooden enclosed building - Facility 2, Lot 1-C

Antenna support structure(s):

100 feet guyed wire tower

Ancillary structure(s):

Use and maintenance of 0.1 acres of internal (spur) roads and parking area for the use and operation of this communications facility.

The location of the property is shown generally on the site management plan and/or map dated December 11, 2010 for the Greens Peak Communications Site, which is attached and made part hereof as Exhibit A.

The dated and initiated exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety. (Exhibit A – Greens Peak Communications Site Management Plan, December 11, 2010 and Exhibit B – Greens Peak Improvement Association Constitution and Bylaws, September 26, 1996, Rev2.)

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

- A. This lease shall terminate at one minute after midnight on **December 31, 2047**. Termination at the end of the lease term shall occur by operation of taw and shall not require any addition notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.
- B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit A, operation shall commence on N/A. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.
- C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.
- D. This lease is assignable with prior written approval of the Authorized Officer, except when rent has been exempted or waived in whole or part. Renting of space does not constitute an assignment under this clause.

II. RENTAL

- A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index Urban (CPI-U), changes in tenant occupancy, or phase-in rental, if applicable.
- B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date.
- C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.
- D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

- A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.
- B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site management plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, asbuilt plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site management plan.
- C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.
- D. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.
- E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official,
- F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

- A. The Lessee assumes all risk of loss to the authorized improvements.
- B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and

- other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property.
- C. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.
- D. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.
- E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.
- F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

- B. Revocation, Termination and Suspension.
 - General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.
 - "Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.
 - "Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.
 - "Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.
 - 2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of 1 year.
 - Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.
 - 4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.
 - 5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 214, or revisions thereto.
 - 6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

- 7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:
 - a. Administrative offset of payments due the holder from the Forest Service.
 - b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).
 - c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 90 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

- C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.
- D. Reservations. This lease is granted subject to the following reservations by the United States:
 - The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to
 utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.
 - 2. The right to modify the communications site plan as deemed necessary.
 - 3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
 - 4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

- E. Cultural Resources Protection (D001RO). The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.
- F. Native American Grave Protection and Repatriation Act (X003RO). Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.
- G. Ground Surface Protection and Restoration (D-9). The holder shall prevent and control soil erosion and gullying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.
- H. Secondary Use Roads (G-1).
 - 1. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations previously approved by the Authorized Officer.
 - Only the Authorized Officer may extend rights and privileges for use of the road constructed on the premises to other non-Federal users on the condition that such users shall pay a fair share of the current replacement cost less depreciation of the road and any reconstruction costs necessary to accommodate its use.

- 3. The Forest Service retains the right to use and occupy the right-of-way and to allow others to use the right-of-way in any way that is not inconsistent with the holder's existing rights and privileges after consultation with all parties involved.
- Improvement Relocation (X33). This authorization is granted with the express understanding that should future location of
 United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements,
 such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized
 officer.

ACCEPTED this 2 day of Nov. 2017, Month	Mark Reeb	, the
undersigned have read understand and accept the terms		
Tu kn		
Lessee		

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

TRACY PARKER / Director Lands and Minerals, Southwestern Region 3

Forest Service

Department of Agriculture

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Regular Meeting Agenda Item 7D October 16, 2018 **Action Item**

IGA for Regional Connector Transit Service

Recommendation:

Staff recommends approval of the Intergovernmental Agreement (IGA) for the Regional Connector Transit Service (White Mountain Connection) effective October 1, 2018. The IGA requires a signature from the District Governing Board Chairman.

Summary:

The White Mountain Connection provides transit service along State Highway 77 from Pinetop-Lakeside to Holbrook. NPC students utilize the transit service and NPC has been a party to the IGA for years.

The current IGA is effective October 1, 2018 to September 30, 2020 and will automatically renew for one-year periods after that point. Participants can terminate their participation in the IGA with six months written notice. Participants provide financial support and serve in an advisory capacity.

The Arizona Department of Transportation, along with the participants listed below; provide funding for this transit service. The cost associated with this IGA is included in the FY1819 budget.

- 1. Navajo County
- 2. Northland Pioneer College
- 3. City of Pinetop/Lakeside
- 4. City of Show Low
- 5. City of Taylor
- 6. City of Snowflake

Minor changes from the prior IGA include:

- 1. Effective date is October 1 to coincide with the ADOT fiscal year
- 2. IGA is a two year agreement with automatic one year renewals
- 3. City of Show Low will indemnify participants and hold them harmless
- 4. Participant match shown as percentages versus dollar amounts

Each participant appoints a representative to serve on the Regional Transit Advisory Committee that meets quarterly. Maderia Ellison is replacing Mark Vest as the NPC representative.



INTERGOVERNMENTAL AGREEMENT REGIONAL CONNECTOR TRANSIT SERVICES (WHITE MOUNTAIN CONNECTION)

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into pursuant to A.R.S. § 11-952 as of October 1, 2018 (the "Effective Date") by and between the following Arizona political subdivisions and municipal corporations:

NAVAJO COUNTY ("County")
NAVAJO COUNTYCOMMUNITY COLLEGE DISTRICT ("NPC")
TOWN OF PINETOP-LAKESIDE ("Pinetop-Lakeside")
CITY OF SHOW LOW ("Show Low")
TOWN OF TAYLOR ("Taylor")
TOWN OF SNOWFLAKE ("Snowflake")

The parties may also be referred to herein individually as a "Participant" and collectively as the "Participants."

1. PURPOSE

- A. Recommendations concerning a regional connector transit service for the Pinetop-Lakeside - Show Low - Taylor - Snowflake - Holbrook corridor along State Highway 77 were set forth in that certain Regional Connector Service Analysis - Final Report prepared by RAE Consultants and dated January 31, 2008 (the "Final Report"). Subsequently, funding was formally approved by the Arizona Department of Transportation ("ADOT") and the Participants, and the regional connector transit services formally began operation as the "White Mountain Connection" in January 2009.
- B. This IGA is intended to establish the framework for the Participants to continue to fund the White Mountain Connection for the Pinetop-Lakeside Show Low Taylor Snowflake Holbrook corridor (the "SH 77 Service Area") for a two-year period starting October 1, 2018, and will renew automatically for additional one-year periods. A Participant may withdraw from the agreement by providing six (6) months' notice that it intends not to renew the agreement in which case the remaining Participants can elect to continue with the agreement or can elect to terminate the agreement. The Participants may also elect to terminate the agreement if there is a loss of grant funding.

2. DESCRIPTION OF TRANSIT SERVICES

A. Show Low also serves as the applicant, fiduciary agent and sponsor of the White Mountain Connection. The Participants are contributing co-sponsors of the White Connection. The White Mountain Connection operates one route that runs three times per day that services the Participants, their

- organizations, and their communities, Monday through Friday, from 6:30 a.m. to 6:30 p.m. Services are provided through a private contractor, MV Transportation.
- **B.** Each Participant has determined that its organization, community, and the public in general, will benefit from the regional coordination and cost-sharing of a reliable and inexpensive regional connector transit service. To this end, each Participant is agreeing to contribute its respective share of the local matching funds required by the ADOT 5311 RTP Grant.
- C. Show Low will continue to serve as the grant administrator for the ADOT Grant and continue to administer the Four Seasons Connection (Show Low/Pinetop-Lakeside routes) and White Mountain Connection, including the relationship with MV Transportation or other contractor(s) (collectively the "Service Providers"). Each Participant shall appoint a representative to a Regional Transit Advisory Committee that shall be chaired by the Show Low representative and that shall meet at least quarterly to review the status of the White Mountain Connection and discuss issues of mutual concern. The members of the Regional Transit Advisory Committee shall cooperate in the development of written procedures to ensure that each Participant is kept fully informed about all aspects of the White Mountain Connection, is consulted in regard to all major decisions, and has reasonable access to all books and records pertaining to the White Mountain Connection.

Each Participant's participation in the White Mountain Connection is financial and advisory in nature. The Participants will have no day-to-day role in the operation of the transit system or the provision of services. All day-to-day operational, planning and transit system services shall be the sole obligation of the Service Providers. The City of Show Low will ensure that in any contract for the operations of the system (collectively, the "Operator Agreements") that the contractor will provide general liability insurance coverage in an amount no less than \$5 million and name the City of Show Low as additional insured with the proper endorsement (the "Insurance Endorsement"). The City of Show Low agrees to indemnify the Participants of this agreement and hold them harmless from any liability under this IGA except for the gross negligence of the Participant. The City of Show Low shall require each Service Provider to include in its Insurance Endorsement coverage for contractually assumed indemnity obligations of the City of Show Low.

3. PARTICIPANTS' CONTRIBUTIONS

A. The Federal Transit Administration Section 5311 (49 U.S.C. § 5311) Rural Public Transportation grant administered by ADOT requires the following local matching funds:

- 20% Administrative costs
- 42% Operating costs
- 20% Capital expenditures (depending on capital requests and funds available)
- B. Each Participant acknowledges that the projected operating expenses are likely to increase during the second and third years of the term of this IGA. However, Show Low, as the fiduciary agent, and in coordination and consultation with the Regional Transit Advisory Committee, agrees to a fiscally conservative budget approach to the greatest extent possible. Each Participant is encouraged to seek advertising revenues for the transit system which will reduce each participant's cost equally. Any advertising revenue received is equally split between the Four Seasons Connection and the White Mountain Connection and the revenue is equally divided among the partners of each service.
- C. The Participants acknowledge and agree that each Participant's fulfillment of its commitment under this IGA is critical to the success of the White Mountain Connection. Therefore, the governing body of each Participant has adopted a resolution (collectively attached hereto as Exhibit 2) authorizing the Participant's participation in the project and committing to fund the Participant's share of the project for the period of this IGA.

4. GENERAL PROVISIONS

- A. The term of this IGA shall be for a two-year period, with automatic one-year renewals, from and after the Effective Date. If a Participant does not elect to participate in a renewal period, the Participant shall provide six (6) months' notice to each of the other Participants of such election.
- **B.** Amendments to this IGA shall be in writing and executed with the same formality by each of the Participants. Written policies and procedures adopted by the Regional Transit Advisory Committee established pursuant to paragraph 2.0, and amendments to such policies and procedures, shall require the approval of at least four of the members of the Regional Transit Advisory Committee.
- C. In the event of any inconsistency between the terms and conditions of this IGA and those of the ADOT Grant, or between any policies and procedures adopted pursuant to this IGA and the terms and conditions of the ADOT Grant, the ADOT Grant shall control.
- **D.** The provisions of A.R.S. § 38-511, pertaining to cancellation in the event of a conflict of interest, are hereby acknowledged by the Participants and incorporated by this reference.

- E. The Participants agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.
- **F.** This IGA shall be binding upon and inure to the benefit of the Participants and their respective successors and assigns.
- G. Each Participant warrants and represents that the official executing this IGA on its behalf has been authorized to do so by appropriate action of the Participant's governing board or council and that this IGA has been reviewed by the Participant's attorney and has been determined to be in proper form and within the scope of the Participant's legal authority.

IN WITNESS WHEREOF, the Participants have executed this IGA as of the Effective Date.

	NAVAJO C	OUNTY		
	Ву			
	Chairman,	Board of Sup	ervisors	
Attest:				
Clerk of the Board of Supervis	sors			
Approved as to form and auth	nority:			
Deputy County Attorney				
	NAVAJO DISTRICT	COUNTY	COMMUNITY	COLLEGE
	Ву			
	Chai	rman, Distric	t Governing Boar	d
Attest:				
Clerk of the Board of Director	<u> </u>			

Approved as to form and aut	thority:	
Attorney for the District	*	
	TOWN OF PINETOP-LAKESIDE	
	Ву	
	Mayor	
Attest:		
Town Clerk		
Approved as to form and aut	hority:	
Town Attorney		
	CITY OF SHOW LOW	
	Vice Mayor	
Attest:	T TAP Y COAT	
Am Hun Sulg City Clerk		
Approved as to form and aut	hority:	
City Attorney		
	TOWN OF TAYLOR	
	Ву	
	Mayor	

Attest:		
Town Clerk		
Approved as to form and author	ity:	
Town Attorney		
	TOWN OF SNOWFLAKE	
	Ву	
	Mayor	
Attest:		
Town Clerk		
Approved as to form and author	ity:	
Town Attorney		

Regular Meeting Agenda Item 7E October 16, 2018 Action Item

Establish Reserve for Construction of Facilities at White Mountain Campus

Recommendation:

Staff recommends establishing a cash reserve of \$20 million for proposed construction of facilities at White Mountain Campus in Show Low. Establishing this reserve commits NPC to use the funds only for this specific purpose per District Governing Board (DGB) approval.

Summary:

The DGB has met with staff to tour current facilities and review proposals for new buildings. Decisions regarding construction and related timelines are forthcoming.

In 2012, a Master Facilities Plan developed for NPC identified a need to build an Allied Health Building and a Skills Center at the Show Low campus. Capital policy 1926 addresses setting aside money over time to construct new buildings. Current unrestricted cash as of June 30, 2018 is estimated at \$29 million.

Based on current needs, staff would like to build a General Education Building instead of an Allied Health Building and renovate an existing building to accommodate the needs of the Nursing division. Building a Skills Center is still a necessity. It will help consolidate facilities so the college can eliminate its leases and house Welding, Automotive and a Metal Arts program in one building on the Show Low campus. It also provides opportunity to add new programs and increase class sizes, which will help grow enrollment.

The documents that follow provide background information associated with this recommendation -- maps of the Show Low campus, NPC Future Capital Reserve Policy, estimated unrestricted cash, and construction options.

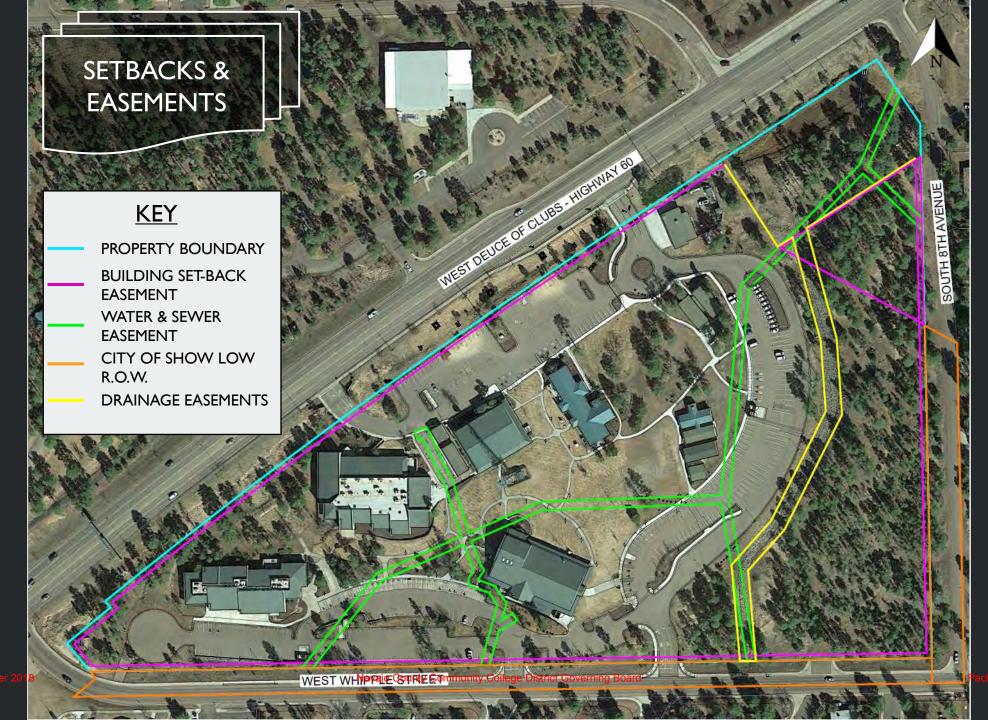






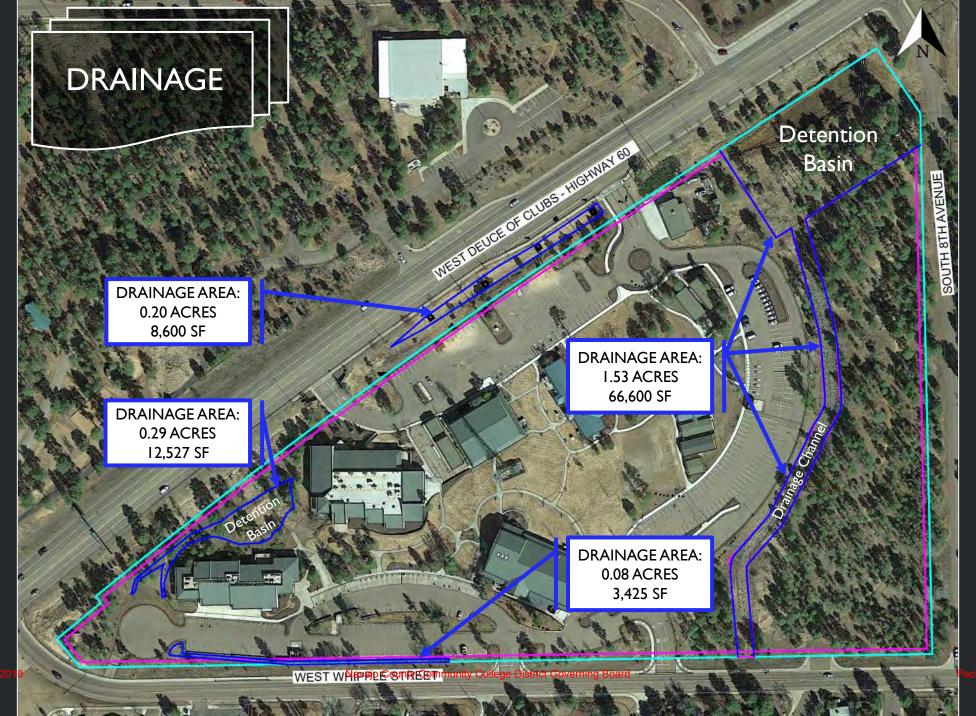






ket <mark>B</mark>age 37



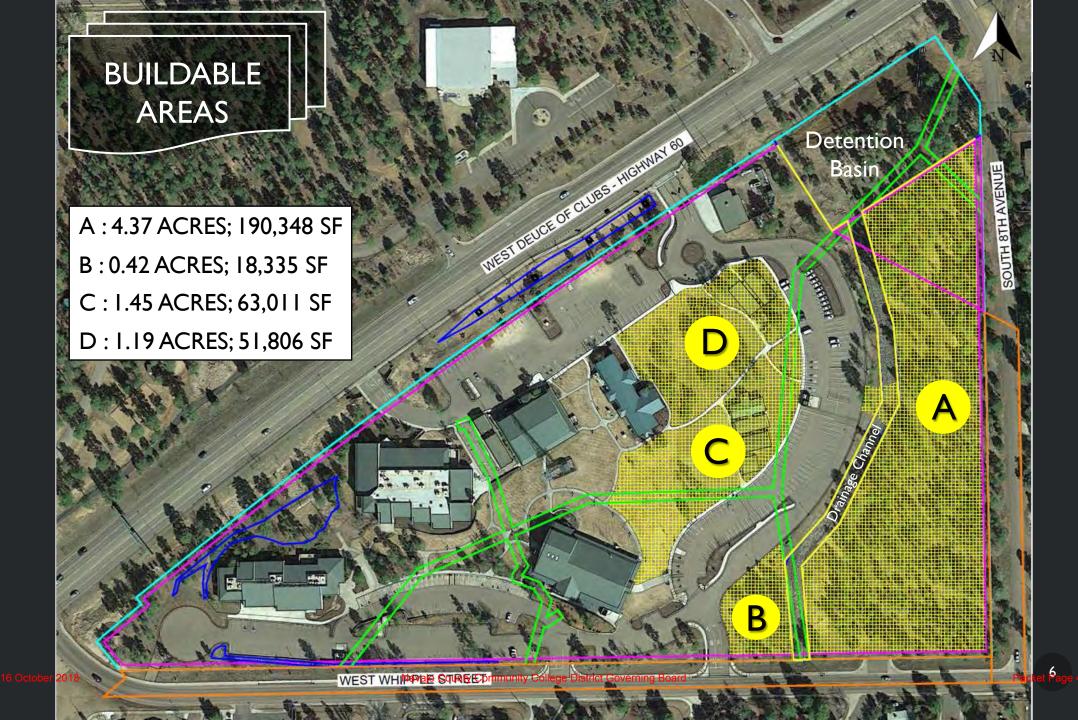


ket Page 38







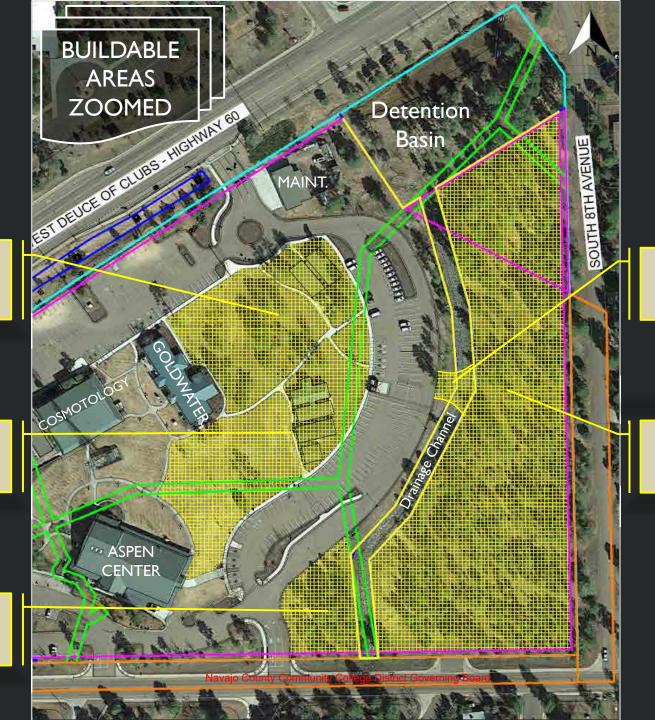




D 1.19 ACRES 51,806 SF

C 1.45 ACRES 63,011 SF

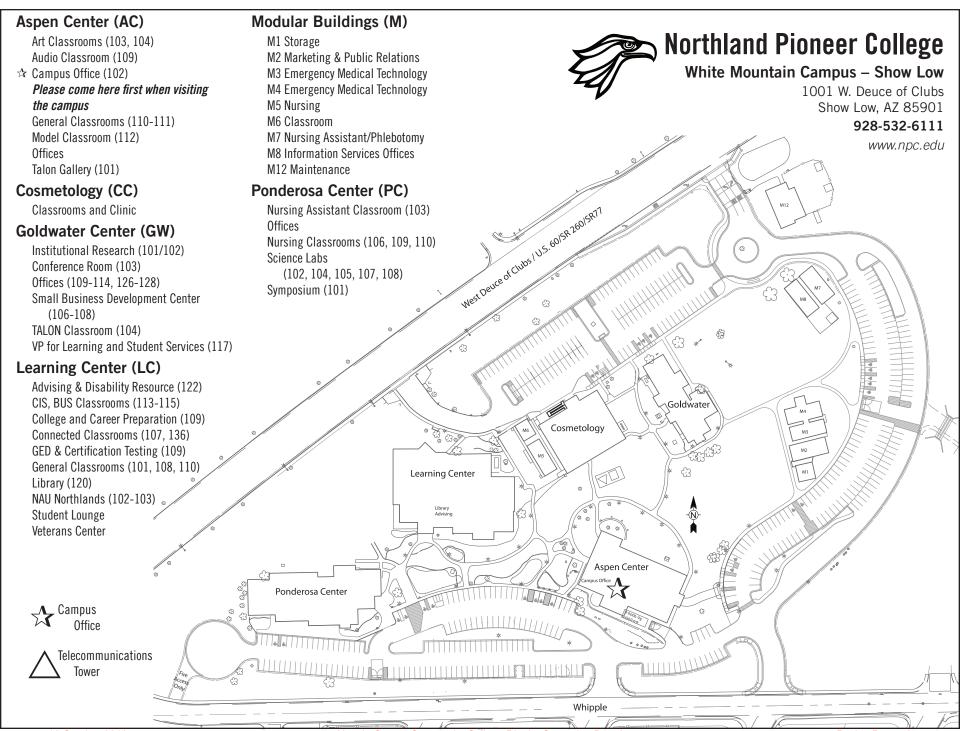
B 0.42 ACRES 18,335 SF

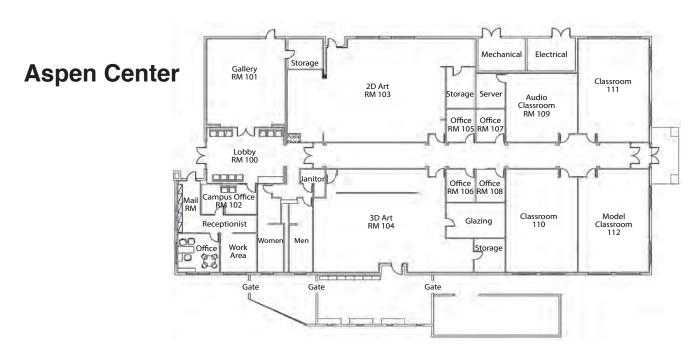


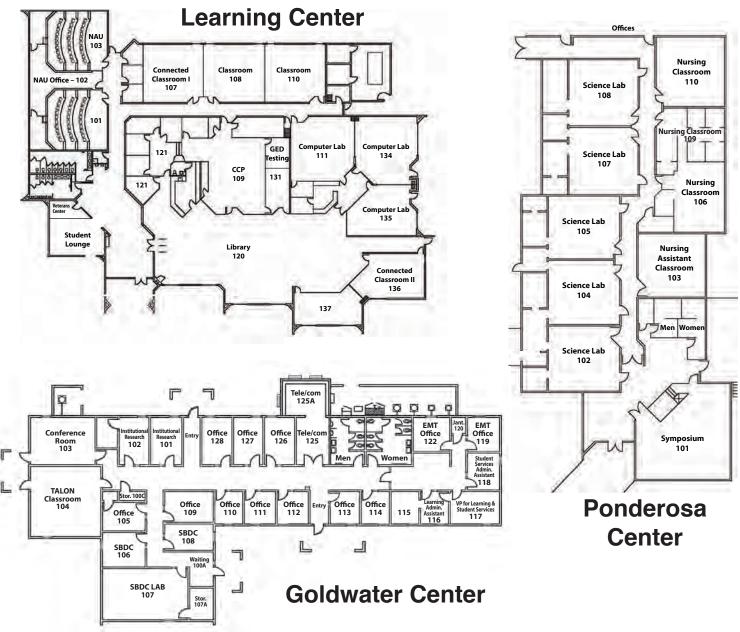
Drainage Crossing

A 4.37 ACRES 190,348 SF









Policy 1926 Future Capital Reserve

The Board recognizes the importance of maintaining adequate reserves in order to ensure future capital financial resources and to reduce the cost of capital acquisitions and has accordingly established the following Future Capital Reserve policy:

Northland Pioneer College will annually indicate an appropriate and specific dollar amount to be designated as future capital reserves in conjunction with the annual adoption of the capital fund budget. The Future Capital Reserve designation will occur by June 30 of each year. (Revised 4/17/18)

Northland Pioneer College Estimate of Capital Building Funds

	Preliminary
Cash	
Cash and Cash Equivalent (Preliminary 6/30/18 financials)	\$ 58,203,621
Less: Policy 1924 Annual Operating Reserve (FY1718 Budget)	\$ (28,289,569)
Cash available for Capital Building Funds	\$ 29,914,052
Capital reserve for construction of buildings at Show Low campus	\$ 20,000,000

Northland Pioneer College New Facilities at White Mountain Campus in Show Low Options for New Facilities

Excludes IS, landscaping, and furniture

Option 1 (Staff Recommendation)	Option 2	Option 3	Option 4
Build General Ed Building, Repair & Remodel Learning Center as Allied Health Building, Minor Remodel of Aspen & Goldwater	Build Allied Health Building and Repair and Minor Remodel of Learning Center	Build General Ed Building and Repair & Remodel Learning Center as Allied Health Building	Buy Kmart and remodel for CTE & Allied Health and Repair and Minor Remodel of Learning Center
Total Cost - \$10.5 million Total Cost w/ Skills Center –	Total Cost - \$11.5 million Total Cost w/ Skills Center –	Total Cost - \$9.2 million Total Cost w/ Skills Center –	Total Cost - \$14.5 million
\$15.9 million	\$16.9 million	\$14.6 million	
\$20 million estimate to include IS, landscaping, furniture, and contingencies			
Build General Ed Building	Build Allied Health Building	Build General Ed Building	Buy Kmart and remodel for CTE &
20,000 square feet	25,000 square feet	20,000 square feet	Allied Health
Cost – \$4.5 million	Cost – \$8.4 million	Cost – \$4.5 million	97,000 square feet
(\$224/sf x 20,000 sf)	(\$335/sf x 25,000 sf)	(\$224/sf x 20,000 sf)	Cost to buy - \$5.5 million+ Cost to remodel - \$5.9 million
Two stories – need elevator	One story: • Nursing department	Two stories – need elevator	(\$108/sf x 55,000 sf) Total cost - \$11.4 million
First Floor:	 Move EMT into building 	First Floor:	
Library,	from Modular 3&4	Library,	Only need 55,000 square feet
 Computer lab, 	 Move Phlebotomy into 	 Computer lab, 	 Allied Health – 25,000 sf
 Connected classrooms, 	building from Modular 7	 Connected classrooms, 	• CTE – 30,000 sf
• CCP,	 Move Nursing Testing 	• CCP,	
• IS department (1800 sf),	Center/Computer Lab into building from Modular 5	IS department (1800 sf),	

 Education Technologist, Training Room Second Floor: Classrooms, Faculty offices 		 Education Technologist, Training Room Second Floor: Classrooms, Faculty offices 	
Repair Learning Center Cost - \$1.5 million	Repair Learning Center Cost - \$1.5 million	Repair Learning Center Cost - \$1.5 million	Repair Learning Center Cost - \$1.5 million
Remodel Learning Center as Allied Health Building No increase in square feet Currently 26,555 square feet Cost to remodel - \$3.2 million (\$120/sf x 26,555) • Nursing, EMT, Phlebotomy, Testing/Computer Lab, Faculty offices (21k sf) • Marketing (1.5k sf) • Storage (Front office, Marketing & Commencement - 2.5k sf) • NAU (1k sf)	Minor Remodel of Learning Center No increase in square feet Currently 26,555 square feet Cost to remodel - \$1.6 million (\$120/sf x 13,300) Reduce library Remodel for more classrooms	Remodel Learning Center as Allied Health Building No increase in square feet Currently 26,555 square feet Cost to remodel - \$3.2 million (\$120/sf x 26,555) Nursing, EMT, Phlebotomy, Testing/Computer Lab, Faculty offices (21k sf) Marketing (1.5k sf) Storage (Front office, Marketing & Commencement - 2.5k sf) NAU (1k sf)	Minor Remodel of Learning Center No increase in square feet Currently 26,555 square feet Cost to remodel - \$1.6 million (\$120/sf x 13,300) Reduce library Remodel for more classrooms
Remodel Aspen Center No increase in square feet Currently 16,236 square feet Cost to remodel - \$864,000 (\$108/sf x 8,000 sf)			

	1	
Talon Gallery remains		
 Art department remains 		
 Move in Institutional 		
Effectiveness		
 Move in Small Business 		
Development		
 Move in VPL/SS and 		
assistant		
 Move in CBO and assistant 		
Remodel Goldwater Building		
8,627 square feet		
No increase in square feet		
Currently 8,627 square feet		
Cost to remodel - \$432,000		
(\$108/sf x 4000 sf)		
Main Campus Office		
Advisors		
Fin Aid (future)		
Disability Resources		
Disability Nessarices		
	<u> </u>	

Build a Skills Center with Foot Bridge & Move Maintenance Building near Whipple

Skills Center – 30,000 square feet

Cost -\$5.4 million (\$180/sf x 30,000)

- Welding & Metal Arts (12k sf),
 - Automotive (13k sf),
 - Construction (5k sf),

Build a foot bridge to allow student access to main campus Additional parking will be evaluated

Maintenance Building