

OFFER (FORM)

TO THE CITY OF FLAGSTAFF:

The undersigned Bidder hereby offers to purchase real property in compliance with the Solicitation, including the Addenda, and as described in this offer made to the City.


REAL PROPERTY: 2989 E. Butler Avenue, Coconino County Assessor Parcel No. 106-04-007B, consistent of approximately .7439 acres or 32,404 square feet.

OFFER AMOUNT PER SQUARE FOOT (\$): 4.00 \$ 130,000

(City requires a minimum bid of \$4.00/square foot or \$130,000, assuming the parcel is 32,404 square feet, plus five (5) affordable ownership units. If bidder is willing to provide more than five (5) units, each additional unit will be credited as \$10,000 toward the bid price. For example, if the bidder offers six (6) affordable units, \$10,000 will be added to the bidder's cash bid offer and counted toward the minimum bid.)

NUMBER OF AFFORDABLE OWNERSHIP UNITS TO BE PROVIDED: 5
(City requires a minimum of 5 units)

ACCESS TO PROPERTY: WE OWN THE ADJOINING PARCEL
(Please describe how Bidder intends to access the property being purchased. Legal right of access must be obtained prior to, or simultaneously with, close of escrow).



Signature of Person Authorized to Sign Offer
Philip V. Petersen

Printed Name

Managing Member

Title
2-18-19

Date

BIDDER QUESTIONNAIRE (FORM)

Bidder:

Company Name: Woodshire on Butler, LLC

Doing Business As (if different than above): _____

Address: 3550 N. Central Ave., #1101

City: Phoenix State: AZ Zip: 85012

Phone: 602-265-4400 Fax: 602-263-8078

E-Mail Address: jeff@brookfieldcommunities.com Website: brookfieldcommunities.com

Taxpayer Identification Number: _____

Mailing Address (if different than above):

Address: Same

City: _____ State: _____ Zip: _____

Bidder Contact for Questions about Offer:

Name: Jeff Carlson Fax: 602-263-8078

Phone: 602 558 6069 E-Mail Address: jeff@brookfieldcommunities.com

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the offer. If notations are made, they must be submitted with your offer and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the offer non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

No exceptions

Exceptions taken (describe). Attach additional pages if needed.

Charity Lee

From: jeff@brookfieldcommunities.com
Sent: Saturday, March 2, 2019 9:51 AM
To: Matthew Luhman
Cc: 'Guillermo Cortes'; 'Phil'; jeff@brookfieldcommunities.com
Subject: City owned parcel

Matt – thank you again for your input and coordination. Please consider this email as our withdrawal of the exceptions included with Brookfield’s bid. We look forward to working with you and the City. Guillermo (our engineer and copied above) will be submitting our concept plan this week and we will begin the process and we understand it is subject to City Council approving the sale.

As an aside, we want to respect the process and need direction from you as to our outreach to the city. For example, are we free to meet with Jennifer to further discuss affordable housing issues ?

Thank you.

Jeff Carlson
(602) 558-6069

Exceptions from Brookfield Communities – City property near Butler and Herold Road

(note some items are repeated below as they will need to be addressed in more than one document potentially)

Comments to Real Estate Purchase Agreement

1. In order for us to meet the Affordable Housing mandate, we respectfully ask the City to reduce and/or eliminate processing fees associated with this City-owned Property, including plan review fees, water capacity fees, etc.
2. Buyer will not be obligated to construct any offsite improvements. Our improvements will be limited to the property that we actually acquire.
3. Our intended use of the property contemplates 10 units that are similar to our adjoining to be built community known as Woodshire on Butler. Enclosed is our conceptual plan for your review. Given the existing zoning, we believe that to secure entitlements, we will need to process a CUP. We typically acquire land once our entitlements are secured. As such, we request a closing date to be no more than 5 days following the completion of the entitlements associated with the City-owned Property.
4. The purchase agreement says the property is 32,670 sq ft but the bid package says it's 32,404. Please clarify.
5. The agreement should provide for the following conditions to Purchaser's obligation to close: (i) rezoning, if necessary (ii) Buyer's approval of the form of Development Agreement and Deed Restrictions, (iii) approval of the condition of title, and (iv) satisfactory acceptance of Buyer's feasibility / due diligence.
6. Time is of the essence as we are only interested in this parcel if it can be quickly merged with our existing plat that we are working on known as Woodshire on Butler.
7. Section 5—90 days to close – we need to discuss this as it relates to the time to satisfy our comments above.
8. Purchase requests that we add a concept of a 45-day feasibility period to complete our environmental and geotechnical studies, review of title, etc.
9. Section 7—can the City disclose and fix the amount associated with this reimbursement so there are no surprises.
10. Section 8 - the 15 days is not long enough time. See comment above regarding feasibility period.

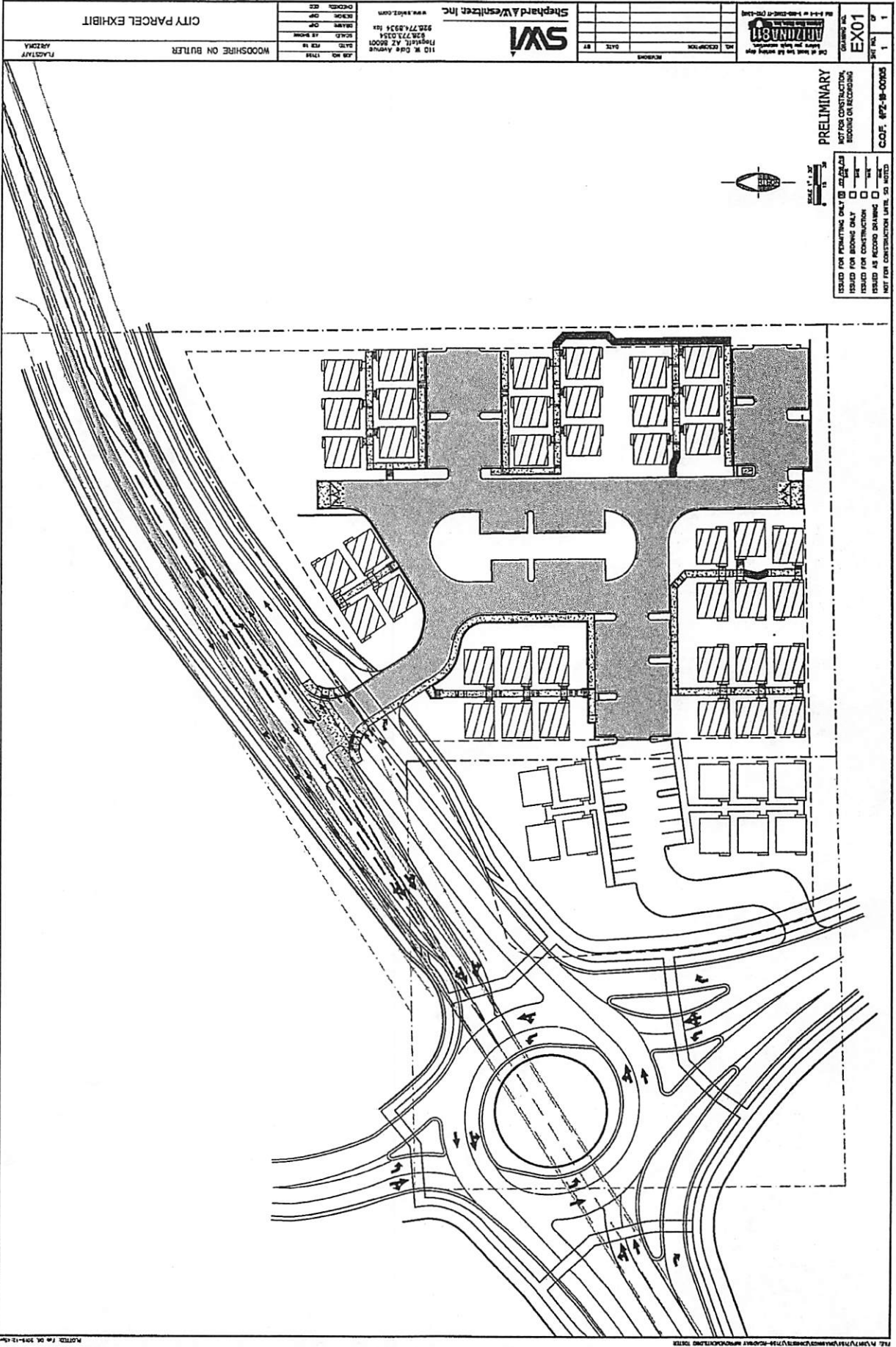
Comments to Deed Restriction

1. The fourth recital – should say 5 units, not 20%
2. Paragraph 3 – we are in a rising cost environment and typically raise prices to offset cost pressure. We need to discuss this paragraph further with City representatives.
3. We request that we set a floor on the sales price of the 5 units to not be below our actual cost to produce the unit.
4. We would like to identify the location of the 5 units (spread over the entire 50 +/- units) and the Deed Restriction shall only impact those 5 units. We want to avoid any confusion or clouds on title for our units that are NOT in the Affordable Housing program.

5. We ask for the City's help in identifying the Eligible Buyers for the 5 units. We need to avoid paying commissions on these units if at all possible.
6. The IFB mentions the requirement that the Developer must finance the cost of construction for the 5 units. Brookfield reserves the right to qualify the Eligible Buyer with a mortgage company that will provide a loan to cover the construction period and later convert to a permanent mortgage. Based on the income levels associated with the Affordable program we feel the normal way Brookfield sells homes can be achieved for these 5 units.

Comments to Development Agreement

1. In order for us to meet the Affordable Housing mandate, we respectfully ask the City to reduce and/or eliminate processing fees associated with this City-owned Property, including plan review fees, water capacity fees, etc.
2. We ask for the City's help in identifying Eligible Buyers for the 5 units. We need to avoid paying commissions on these units if at all possible.



PLANNING AND ARCHITECTURE, INC. 110 W. Old Avenue Flagstaff, AZ 86001 928.774.9334 www.pai-az.com

CITY PARCEL EXHIBIT
WOODSHIRE ON BUTLER
FLAGSTAFF
ARIZONA

CHECKED BY: []
DATE: []
SCALE: AS SHOWN
DATE: []
JOB NO. []
TYPE: []

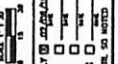
Shepherd & Vesilken, Inc.
www.svaz.com
110 W. Old Avenue
Flagstaff, AZ 86001
928.774.9334

NO. [] DATE []
DESCRIPTION []
REVISIONS []

DATE OF PRELIMINARY DESIGN []
DATE OF RECORD DRAWING []
DATE OF RECORD DRAWING []
DATE OF RECORD DRAWING []

PRELIMINARY
NOT FOR CONSTRUCTION
ISSUED FOR RECORDING
NOT FOR CONSTRUCTION UNTIL SO NOTED

SCALE: 1" = 30'
ISSUED FOR PERMITTING ONLY
ISSUED FOR BIDDING ONLY
ISSUED FOR CONSTRUCTION
ISSUED AS RECORD DRAWING
NOT FOR CONSTRUCTION UNTIL SO NOTED



EX01
SHEET NO. 01
C.O.F. #PZ-18-0005

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your offer is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire offer as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

No confidential/proprietary materials have been included with this offer

Confidential/Proprietary materials are included in this offer. See attached.

DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:
 - a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade or other antitrust law violation? YES _____
NO X
 - b. Violation of the terms of any public contract? YES _____
NO X
 - c. Failure to pay any uncontested debt to a government agency? YES _____
NO X
 - d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES _____
NO X

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

YES _____ NO X

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting proposals on public contracts?

YES _____ NO X

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.



Signature of Person Authorized to Sign Offer

DECLARATION RELATED TO SOLVENCY (FORM)

Is your firm currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your firm under federal bankruptcy law or any state insolvency law?

Yes No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the bidder nor anyone associated with the bidder has given, offered to give, or 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 offer ("Gratuities").



Signature of Person Authorized to Sign Offer

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this offer has been arrived at independently and without consultation, communication or agreement with any other bidder who may submit an offer.

The pricing for this offer has not been disclosed to any other bidder who may submit an offer, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any firm or person to refrain from submitting an offer, or to submit an offer with higher pricing than this offer, or to submit an intentionally high or noncompetitive offer or other form of complementary offer.

This offer is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.



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